

 **NOIDA METRO RAIL  
CORPORATION (NMRC) LIMITED**

**Request for Proposal (RFP)**

**Leasing of Optical Fibers Cable and Rack space at NMRC Network**

**E- Tender No. NMRC/TELECOM/2024/349**

**October - 2024**

**Issued by:**

**Noida Metro Rail Corporation (NMRC) Limited. Block-III, 3<sup>rd</sup> Floor,  
Ganga Shopping Complex, Sector-29, Noida -201301,  
District-Gautam Budh Nagar, Uttar Pradesh, India**

## Disclaimer

This RFP document is not an offer but an online open invitation by NMRC to the Bidder(s) for participation in the online bidding process for selection of Licensee. This RFP document is provided with information that may be useful to bidders in making their financial offers (Bids) pursuant to this RFP. This RFP includes statements, which reflect various assumptions and assessments arrived at by NMRC. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. Each Bidder should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this RFP and obtain independent advice from appropriate sources.

Information provided in this RFP to the Bidder(s) is on a general range of matters, some of which may depend upon interpretation of law. The information given is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. NMRC accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein. Intimation of discrepancies in the RFP document, if any, may be given, by the bidders, to the office of NMRC, immediately, by the bidders. If NMRC receives no written communication, it shall be deemed that the bidders are satisfied with the information provided in the RFP document.

NMRC may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this RFP. NMRC, its employees and advisors make no representation or warranty and shall have no liability to any person, including any Bidder under any law, statute, rules or regulations for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise arising in any way for participation in this Bid Stage.

### Represents and Warrants:

- (i) The Licensee represents and warrants to NMRC that-
  - a) it is duly organized, validly existing and in good standing under the laws of India;
  - b) it has full power and authority to execute, deliver and perform its obligations under this Agreement and to carry out the transactions contemplated hereby;
  - c) it has taken all necessary corporate and other action under Applicable Laws and its constitutional documents to authorize the execution, delivery and performance of this Agreement;
  - d) it has the financial standing and capacity to undertake the commercial utilization of Licensed Commercial spaces/fibres;
  - e) this Agreement constitutes its legal, valid and binding obligation enforceable against it in accordance with the terms hereof;
  - f) the execution, delivery and performance of this Agreement shall not conflict with, result in the breach of, constitute a default under or accelerate performance required by any of the terms of the Licensee Memorandum and Articles of Association or any Applicable Law or any covenant, agreement, understanding, decree or order to which the Licensee is a party or by which Licensee or any of its properties or assets are bound or affected;
  - g) there are no actions, suits, proceedings or investigations pending or to the Licensee's knowledge threatened against the Licensee at law or in equity before any court or before any other judicial, quasi-judicial or other authority, the outcome of

which may constitute the Licensee Event of Default or which individually or in the aggregate may result in Material Adverse Effect;

- h) it has no knowledge of any violation or default with respect to any order, writ, injunction or any decree of any court or any legally binding order of any government authority which may result in Material Adverse Effect;
- i) it has complied with all applicable law and has not been subject to any fines, penalties, injunctive relief or any other civil or criminal liabilities which in the aggregate have or may have Material Adverse Effect;
- j) no representation or warranty by the Licensee contained herein or in any other document furnished by the Licensee to NMRC or to any government authority in relation to Applicable Permits contains or shall contain any untrue statement of material fact or omits or shall omit to state a material fact necessary to make such representation or warranty not misleading;
- k) the Licensee also acknowledges and hereby accepts the risk of inadequacy, mistake or error in or relating to any of the matters set forth above and hereby confirms that NMRC shall not be liable for the same in any manner whatsoever to the Licensee.
- l) The Licensee shall make its own arrangements in engagement of its staff and labour and shall at no point represent to or claim that the staff, labour is being recruited for and on behalf of NMRC. The Licensee shall at all times comply and represent to the staff and labour employed/ engaged by them the requirement for complying with Applicable Laws and applicable Permits, particularly in relation to safety and environmental regulations.

**(ii) Obligation to notify change:**

In the event that any of the representations or warranties made/ given by the Licensee ceases to be true or stands changed, it shall promptly notify NMRC of the same.

The issue of this RFP document does not imply that NMRC is bound to select a bidder or to appoint the preferred bidder or licensee, as the case may be, for the grant of license and NMRC reserves the right to reject all or any of the bidders or bids without assigning any reason whatsoever. Bidders shall bear all its cost associated with or relating to the preparation and submission of its bid. The authority shall not be liable in any manner whatsoever for the same or any other costs or other expenses incurred by a bidder in preparation of submission of the bid, regardless of the conduct or outcome of the bidding process. Bidders are expected to carry out extensive study and analysis at their own cost, before submitting their respective bids for award of the license agreement. Any queries or request for additional information concerning this RFP document shall be considered only if it is submitted in writing.

This Bid Document may not be appropriate for all persons, and it is not possible for NMRC, its employees or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this Bid Document. The assumptions, assessments, statements and information contained in the Bid Document may not be complete, accurate, adequate or correct.

Each Bidder should, therefore, conduct their own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this Bid Document and obtain independent advice from appropriate sources.

**Noida Metro Rail Corporation Ltd.**

## Glossary

1. **“AGREEMENT”** means this License Agreement executed between NMRC and Selected Bidder and includes the NOA, RFP document, any amendments, annexure and any other document forming part of the bidding process hereto made in accordance with the provisions thereof.
2. **“APPLICABLE LAWS”** means all laws, brought into force and effect by Govt. of India, State Governments, local bodies and statutory agencies and rules / regulations / notifications issued by them from time to time and applicable to this License Agreement. It also includes judgments, decrees, injunctions, writs and orders of any court or judicial authority as may be in force and effected from time to time.
3. **“BID”** means the documents in their entirety comprised in the Bid, including all clarifications, addenda and revisions issued by NMRC to the Bidders, the Bid submitted by the successful Bidder (Licensee) in response to the Tender Notice in accordance with the provisions thereof. The words “Bid” and “Tender” are used synonymously.
4. **“COMMENCEMENT DATE”** means the date of handing over of first lot of optical fibre pair.
5. **“NMRC”** means Noida Metro Rail Corporation Limited.
6. **“SECURITY DEPOSIT/PERFORMANCE SECURITY”** means interest free amount/BG to be deposited by the Licensee with NMRC as per terms and conditions of License Agreement as a guarantee against the performance of the License agreement.
7. **“LICENSE”** means the grant of License by NMRC to the Selected Bidder, to utilize spare optical fibre pairs of NMRC Network, under terms and conditions of this Agreement.
8. **“LICENSEE”** means the Selected Bidder, who has executed the License Agreement with NMRC pursuant to the conclusion of the bidding process.
9. **“LICENSE FEE”** means the amount payable by the Licensee to NMRC for Leasing of optical fibres cable and Rack space as per terms and conditions of the License Agreement.
10. **“LICENSE PERIOD”** means duration from signing of License agreement or handover of first station/location whichever is later, inclusive of applicable fitment period as specified in Bid document.
11. **“LICENSE PREMISES”** means the bare space, on “as is where is basis”, solely for placement and operation of telecommunication equipment for the purpose of utilisation of optical fibres licensed in this agreement.
12. **“SELECTED BIDDER”** means the Bidder who has been selected by NMRC, pursuant to the bidding process for award of License.
13. **“IP 1”** means Infrastructure Provider 1
14. **“FITMENT PERIOD”** means the period in which the Licensee shall complete the intended Installation activities in all respects within the specified period. Fitment period shall commence from handing over of concerned station/location.

**Data Sheet**

1	Name of the Work	Leasing of Optical Fiber Cable and Rack space at NMRC Network
2	Reserve Price	Leasing of Optical Fiber Cable per pair per Km per Year : ₹ 30,000/- plus GST Applicable
		Leasing of Rack Space ( 1 Sq Meter) per location per year : ₹ 1,20,000/- plus GST Applicable
3	Lease period of contract	10 +5 =15 Years ( Initially for a period of 10 Years further extendable for 5 years on mutually agreed terms and conditions)
4	Method of selection	Cost Based Selection (Highest –H1)
5	Bid Processing Fee( Non Refundable)	<p><b>₹. 23,600/- (₹.Twenty Three Thousand Six Hundred Only) (Inclusive of GST).</b></p> <p>Cost of Tender Document shall be acceptable through online mode only i.e. RTGS/NEFT/IMPS. No other Mode of payment will be accepted.</p> <p>The Bidders will be required to upload scanned copies (duly attested by participant) of transaction of payment of tender fee/tender document cost including e-receipt (clearly indicating UTR No. and tender reference which must be entered in remarks at the time of online transaction of payment, failing which payment may not be considered) to be uploaded in online bid submission.</p> <p>No copies of transaction of payment are required to be sent to this office in Physical form.</p> <p>Note: The payment of tender cost is accepted from any account. However, bidder shall submit such transaction details along with their tender submission on e-portal. If the same transaction reference number has been submitted for more than one bid. All such bids shall be considered ineligible and summarily rejected.</p>
6	Earnest Money Deposit (EMD)	<p><b>₹11,17,000/- (₹.Eleven Lakh Seventeen Thousand Only) Including GST</b></p> <p>Bidders shall upload scanned copy of Undertaking for Tender Security Declaration as per Annexure-4B of RFP at the time of online Bid submission. If Undertaking for Tender Security Declaration is not submitted or is not in prescribed format then such bids shall be considered ineligible and summarily rejected.</p>
7	System of Tendering	Single stage Two Packet/Bid System (Technical bid and Financial bid to be submitted together on e-Tender portal.)

8	Name of the Employer's official for addressing queries and clarifications	Dy.General Manager/AFC-Tele Noida Metro Rail Corporation Limited, Block-III, 3rd Floor, Ganga Shopping Complex, Sector-29, Noida 201301 Email: <a href="mailto:nmrc.afc@gmail.com">nmrc.afc@gmail.com</a> Website:www.nmrcnoida.com, <a href="http://etender.up.nic.in">http://etender.up.nic.in</a>
9	Bid Validity Period	180 days
10	Bid Language	English
11	Bid Currency	INR
12	<b>Schedule of Bidding Process</b>	
	Task	<b>Key Dates</b>
	<b>Uploading of Bid</b>	10.10.2024
	<b>Last date of receipt of Pre-bid queries</b>	23.10.2024 ( up to 14:00 Hrs)
	<b>Pre-bid Meeting</b>	23.10.2024 (11:30 Hrs) at NMRC Head Office
	<b>Last date of issuing amendment, if any</b>	29.10.2024
	<b>Last Date of Bid Submission</b>	11.11.2024 ( 15:00 Hrs )
	<b>Date of Technical Bid Opening</b>	11.11.2024 ( at 15:30 Hrs)
13	Consortium /JV to be allowed	No
14	Account details	<b>For Bid Processing Fee &amp; EMD</b> State Bank of India (04077) – Sector 18, Noida Gautam Budh Nagar, Uttar Pradesh -201301 IFSC Code: SBIN0004077 <b>A/c No. 37707840592</b> <b>Noida Metro Rail Corporation Ltd.</b>

**Note: (i)** Tender Cost and Tender Security (EMD) is exempted for Micro & Small Enterprises (MSEs) registered with District Industries Centre or Khadi & Village Industries Commission or Khadi & Village Industries Board or Coir Board or National Small Industries Corporation or Dte. Of Handicraft & Handloom or any other bodies specified by Ministry of Micro, Small & Medium Enterprises for appropriate category and have valid registration certificate as on date of tender submission.

Only those MSEs will be eligible for Tender cost and Tender Security exemption which are registered under following categories (With valid registration).

(i) “Activities of basic telecom services)”

OR

(ii) “Maintenance of telecom network”

OR

**(iii) “Activities of providing internet access by the operator of the wired infrastructure”**

The tenderers seeking exemption from Tender Cost and Tender Security', being MSEs, shall ensure their eligibility w.r.t above and submit registration certificate issued by the body under which they are registered which clearly mentions category of along with Terminal Validity of registration.

In absence of any of the above requirements no exemption for 'Tender cost and Tender security will be allowed and their bid will be rejected and not evaluated further without the Tender cost and EMD.

No further clarification shall be sought on the above.

In case the bidder who has been exempted Tender Cost/Tender Security being Micro & Small Enterprise, and;

- (i) withdraws his Tender during the period of Tender validity; or
- (ii) becomes the successful bidder, but fails to commence the work (for whatsoever reasons) as per terms & conditions of Tender; or
- (iii) refuses or neglects to execute the contract; or
- (iv) fails to furnish the required Performance Security within the specified time,

The bidder shall be debarred from participating in future tenders for a period of 1 year from the date of discharge of tender/date of cancellation of NOA/annulment of award of contract as the case may be. Thereafter, on expiry of period of debarment, the bidder may be permitted to participate in the procurement process only on submission of required Tender Cost/ Tender Security.

Further the Employer may advise the authority responsible for issuing the exemption certificate to take suitable actions against the bidder such as cancellation of enlistment certificate etc.



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## Section 1: General Information

- 1.1. Noida and Greater Noida are being developed as the satellite towns to New Delhi and more and more people from Delhi and other areas are shifting to these towns in search of fresh air, greenery and better infrastructure. There is a need of providing an efficient, reliable and comfortable transportation system for the population intending to settle in these towns and also the public coming to these areas for education, service and business.
- 1.2. Noida Metro Rail Corporation Ltd. (NMRC) undertook the construction activities of Mass Rapid Transit System and the first Section was made operational on 26-01-2019. NMRC is presently operating a network comprising of 21 elevated stations and a network of around 29.7 km approx. As of today, NMRC network comprises of single operational line i.e. Aqua Line.
- 1.2. NMRC has extensive Optical Fibre network along its metro route. In line with the National Telecom Policy, Noida Metro Rail Corporation plans to license out fibre pairs and Rack space on its existing OFC network with dropping facility at metro station(s) in between, complying with the specification as per ITU- T recommendations G-652 working at 1310 nm/1550nm.
- 1.3. Since NMRC metro route is a dedicated elevated route and optical fibre is laid along the elevated route, therefore, it is highly safe and reliable and is not prone to any damages/ cuttings by external agencies. NMRC may also provide space for placement of equipment, power supply etc. as per demand of the Licensee and availability & feasibility of space at station. In this reference, NMRC invites the Bid, through this RFP Document, from the interested eligible Telecom companies and other interested parties for expansion of their business by availing optical fibre on single route of NMRC network, offered on licence basis.
- 1.4. NMRC invites bids (through open e-tendering process) through this RFP document from eligible/interested Bidder(s), who may be a sole proprietorship firm, a partnership firm or a company incorporated under the Company Act 1956/2013 and having its registered office in India, for selection of a Licensee for "**Licensing of Optical Fiber Cable and Rack space at NMRC Network**" as detailed in Annexure-1 as per Terms and Conditions of this Request for Proposal (RFP) document.
- 1.5. NMRC shall receive online Bids pursuant to this Request for Proposal (RFP) Document, in accordance with the terms set forth herein as modified, altered, amended and clarified from time to time by NMRC. Bidders shall submit bids online in accordance with such terms on or before the date specified in this document. Bidders are advised to visit the NMRC premises at the stations / site and familiarise themselves with the proposed arrangements and all activities necessary in this regard.

## Communication

All communications should be addressed to:

Dy. General Manager/ AFC-Tele  
Noida Metro Rail Corporation (NMRC) Limited  
Block-III, 3rd Floor, Ganga Shopping Complex, Sector-29, Noida -201301  
District Gautam Budh Nagar, Uttar Pradesh Email: nmrc.afc@gmail.com

## Section 2: Objective & Scope of License

### 2.1 Objective

- a) Licensing of spare optical fibres on single route of NMRC network for use by agencies/Licensees.
- b) To augment non-operational revenue for NMRC through Licensing of Spare Optical Fibres in NMRC network.
- c) Position Noida Metro as a most sought-after location for use of Optical fibres.
- d) To provide value addition to the telecom industry by utilizing the spare fibers and space available in Noida Metro Network.
- e) To promote Noida Metro Rail Corporation as the Infrastructure Provider (IP-1) and to contribute to the Telecommunication Network of NMRC.

### 2.2 Scope of License

- a) NMRC has extensive Optical Fibre network in Noida and Greater Noida region along its metro route. In line with the National Telecom Policy, Noida Metro Rail Corporation plans to license out multiple pair optical fibres on its existing OFC network with dropping facility at metro station(s) in between, complying with the specification as per ITU-T recommendations G-652 working at 1310 nm/1550nm.
- b) In this reference, NMRC invites the Bid from the interested Telecom companies and other interested parties for expansion of their business by availing optical fibre on different routes of NMRC network, offered on licence basis. NMRC may also provide space for placement of equipment, power supply etc. as per demand of the Licensee and availability & feasibility of space at station.
- c) The details of available Optical Fibres ready for licensing is enumerated in Annexure "1". Since NMRC metro route is a dedicated elevated route and optical fibre is laid along the elevated route, therefore, it is highly safe and reliable and is not prone to any damages/cuttings by external agencies.
- d) NMRC may also provide space of 1sq meter at each station for placement of equipment, power supply etc. as per demand of the Licensee and availability & feasibility of space at station.
- e) The Selected bidder will be licensed with optical Fibres detailed at Annexure-10.1 subject to terms and conditions specified in the License Agreement.
- f) The fibres shall exclusively belong to the NMRC, without creating any right, title or interest of whatsoever nature in the said fibres in favour of the LICENSEE.
- g) The Licensee shall ensure compliance with permissible radiation limits for mobile towers as laid down by Municipal corporation/State Government/Department of Telecommunication from time to time.

**2.3 Licensee shall be responsible for the following activities: -**

- a) Appoint an authorised representative to interact with nodal NMRC representative to bring clarity in understanding of fibres, to coordinate and implement decisions taken.
- b) Operate, manage and maintain the optical fibre and Rack space. All the maintenance activity shall be carried out under the supervision of NMRC.
- c) Management and use of optical fibre including providing adequate professionally trained manpower.
- d) Obtain all approvals, permits, etc. from all competent and required authorities, including different tiers of government, statutory, local, civic authorities, etc. at its own cost.
- e) Comply with all statutory requirements in connection with License Agreement.
- f) Ensure regular and timely payments of all amounts due to NMRC and discharge all obligations as per License Agreement.
- g) Payment of all statutory taxes, local levies, statutory dues, etc. as and when due.

- h) The property tax/ service charge applicable on the licensed premises, if any, shall be paid by NMRC as per applicable rates of concerned municipal corporations in advance at the start of the financial year applicable/ under consideration. Subsequently, the aforementioned property tax/ service charge will be charged & recovered from the license at the start of every financial year (i.e. NMRC shall raise the demand by 15th April) and licensee shall pay/ submit to NMRC the property tax/ service charges demanded latest by the last day of the first month of every financial year (i.e. latest by 30th April of that year).

This has been illustrated below for better understanding:

-Date of raising demand of property tax/ service charge for the Applicable financial year

under consideration: By 15th April of the said year.

-Last Date of payment dues against property tax/ service charge to NMRC for financial year under consideration: By 30th April of the said year.

However, if for any reason NMRC does not raise the demand against property tax/ service charge for the financial year applicable under consideration as per aforementioned schedule, licensee shall be liable to pay the demand against said property tax/ service charge within 15 days from the date of raising of such demand by NMRC.

The non-payment of aforementioned dues against property tax/ service charge within stipulated time frame shall be constituted as Material breach of Contract of License Agreement and NMRC shall initiate proceeding as mentioned in relevant clause of License agreement of material breach of contract conditions.

In case of termination (pre-mature/ mature/ surrender) of license agreement, the property tax/ service charge shall be recovered from licensee on pro rata basis for the actual period of occupancy only. NMRC can recover these dues from the security Deposit of the Licensee. The applicable property tax/ Service charge will be charged & recovered for the mezzanine floor, if any, also as applicable.

For the purpose of placement of equipment, the Licensee shall submit the design/ layout of the location of placement of equipment along with other relevant details. NMRC shall consider the plan with respect to aesthetics, operational feasibility, and safety and security concerns. If the part of plan is not acceptable to NMRC, Licensee is required to submit revised plan for approval. All further modification/ revision in plan shall have to be got approved from NMRC.

- (i) Designing of all units / structures to complement station architecture for installation of telecommunication equipment.

Procurement, fabrication, installation & erection of equipment. The equipment inventory shall be within the licensed premises only. Licensee shall prepare the plan for approval from NMRC.

- i) Licensee shall interface with NMRC during execution of work. Licensee shall also attend progress review meeting called on regular basis.
- j) Licensee shall also adhere to procedure of NMRC regarding release of electric supply and specification of materials to be used for use of electric supply, and material specification as per Annexure 10.5 of draft License agreement.

**2.4 Schedule of Various Stages:** The Licensee shall follow the following time lines:

SN	Stage of Activity	Time Period								
1	Unconditional Acceptance of Notice of Award by the successful bidder	Within 10 days of the receipt of Notice of Award								
2	Payment of Security Deposit/ Performance Security to NMRC Ltd. by Licensee equivalent to 12 months License fees as per schedule given in RFP along with advance License fees and other recurring charges for the first year + GST (as applicable).	<p>Within 30 days from the date of acceptance of Notice of Award. Successful Bidder is required to pay a sum equal to first year License fee as Security Deposit/ Performance Security and any other amount i.e. total amount demanded in NOA within thirty days (30) of date of acceptance of Notice of Award(excluding the date of NOA). In case, the successful bidder fails to submit the same within 30 days from date of acceptance of NOA, it may also be submitted within an extended period of 30 days i.e. within 60 days of date of acceptance of NOA along with interest payable to NMRC for the delayed payment as follows:</p> <table border="1"> <thead> <tr> <th>Days from date of acceptance of NOA</th> <th>Rate of penal Interest</th> </tr> </thead> <tbody> <tr> <td>Up to 30 days (excluding the date of issue of NOA)</td> <td>Nil</td> </tr> <tr> <td>a) Delay up to 15 days</td> <td>18% per annum</td> </tr> <tr> <td>b) Delay beyond 15 days</td> <td>24% per annum</td> </tr> </tbody> </table> <p>GST will be charged extra on the above</p>	Days from date of acceptance of NOA	Rate of penal Interest	Up to 30 days (excluding the date of issue of NOA)	Nil	a) Delay up to 15 days	18% per annum	b) Delay beyond 15 days	24% per annum
Days from date of acceptance of NOA	Rate of penal Interest									
Up to 30 days (excluding the date of issue of NOA)	Nil									
a) Delay up to 15 days	18% per annum									
b) Delay beyond 15 days	24% per annum									

		<p>amount of Interest. The penal interest shall be charged for the entire period from the acceptance of NOA &amp; on the balance amount remaining unpaid as per the NOA. The amount of penal interest shall be paid in the form of DD/PB/RTGS/NEFT in favour of Noida Metro Rail Corporation Limited.</p> <p>After 60 days of date of acceptance of NOA, if the Bidder fails to comply with the NOA terms &amp; conditions &amp; fails to submit the required license fee the NOA may stand cancelled. No further request for extension in making payment of NOA amount may be considered. The bidder voluntarily and unequivocally agrees not to seek any claim, compensation, damages or any other consideration whatsoever on this account.</p>
3	Signing of License Agreement	Within 30 days from date of submission of License fee.
4	Duration of License period	10 years from the date of handing over or deemed handing over whichever is earlier of the first lot of optical fibre pair initially, which can be further extended for 5 years on mutually agreed terms & conditions.
5	Handover of Fibre pair	Fibre pair shall be handed over or deemed to be handed over within 30 days from the date of acceptance of NOA
6	Commencement of License Agreement	License Agreement shall commence from the date of handing over or deemed handing over whichever is earlier of the first lot of optical fibre pair.
7	Commencement of License Fee	License Fee shall commence from the date of handing over or deemed handing over whichever is earlier of first lot of fiber pair
8	Registration of lease/License agreement	The registration of license agreement shall be done within 30 days of signing of the License agreement by the Licensee (registration fees, stamp duty etc. to be fully borne by the licensee) and the duly registered documents are to be submitted to NMRC for records. Any amendment in the contract agreement, if required to be registered, shall also be registered within 30 days from the date of amendment and duly registered documents shall be submitted to

		NMRC for record. In case the registration of the license agreement /amendment is not done within the 30 days of signing of license agreement/amendment, it shall be treated as "Material Breach of Contract". The Licensee will be given 30 days' time to cure the default. In case the licensee fails to remedies the default to the satisfaction of NMRC within the cure period of 30 days, NMRC may terminate the License agreement after the expiry of cure period duly forfeiting the security deposit and any other amount paid by Licensee.
9	Payment Terms	The license fees and other dues shall be payable annually in advance to NMRC before the last working day of previous running license year for the next license year. However, the License Fee and other recurring charges for the first year shall be paid within 30 days from the date of acceptance of NOA (excluding the date of NOA). License fee shall be charged on the actual length of optical fibre measured from OTDR (Optical Time Domain Reflect meter) and area handed over to the Licensee.

**2.5 General Terms for Licensing Optical Fibre and Rack Space in NMRC Network**

- 2.5.1** Optical Fibres available for bidding on different routes of NMRC shall be used as per existing regulatory norms by the Bidder and NMRC reserves the right to ensure that there is no violation of the same. The selected Bidder shall also be required to take, prior approval from all the relevant authorities, DoT, TRAI, legal, statutory, etc. as per the applicable laws for operation of business.
- 2.5.2** The stipulated fibres on the route shall be handed over to the licensee within 30 days from the date of receipt of full payment in accordance with Notice of Award (NOA) after joint testing of fibres. If the Licensee fails to take over the stipulated spare fibre within specified period, the stipulated fibres shall be deemed handed over to licensee on 30th day from the date of receipt of full payment in accordance with Notice of Award (NOA).
- 2.5.3** The optical fibres shall be allotted to the bidders according to the following conditions:  
The Fibre length mentioned in this RFP is tentative and actual length to be considered for leasing will be as per OTDR (optical Time Domain Reflectometer) readings jointly checked at the time of handover of Fibre pair.
- 2.5.4** NMRC may also provide Rack space for placement of equipment, power supply etc. as per demand of the Licensee at station as per charges mentioned in Draft License Agreement. The minimum space provision will be of size 01mX01m i.e.1 sqm (minimum chargeable area) and space usage by bidder below 01mX01m will also be charged for the min size of 01 sqm. Any requirement of space above 01 sqm will be made available as per charges mentioned in clause 5.11 below, subject to feasibility and availability. Licensee will be permitted to surrender space and power requirement as per site condition as a onetime option after the lock in period of three

years. Beyond that no such surrender will be entertained. Payment will be as per actual usage.

- 2.5.5** Dropping of fibres may be permissible subject to availability and feasibility at stations only. The cable tray and space charges shall be applicable as stipulated in bid document. Wherever licensee uses the dropping facility, the optical fibre cable used by them for elevated stations shall be FRLS type.
- 2.5.6** The payment of License fee and other recurring dues for the first year shall be paid within 30 days of date of acceptance of Notice of Award. The payment of License fees for subsequent years including recurring charges would be payable in advance on annual basis. Fibres shall be handed over within 30 days from the date of receipt of full payment as stipulated in Notice of Award (NOA). The Contract Agreement shall be registered in the Registrar office at the cost of the contractor. The License Agreement shall be executed within 45 days after payment of full dues as per the NOA. In case of delay in payment the case will be dealt as per clause 2.4 of RFP. The License agreement shall be required to be registered within 30 days of its execution.
- 2.5.7** NMRC shall ensure non-disruption of fibres to the level of 99.5%. In case of disruption time of Fibre exceeds 0.5% per quarter, NMRC shall provide 1% discount in License Fee for each 1.0% percent fibre disruption time in the concern quarter. The down time shall be reconciled on yearly basis and the adjustment shall be done in subsequent year.
- 2.5.8** Bidders shall be liable for disqualification, if it is determined, at any stage of the bidding process, that the Bidders shall be unable to fulfil the requirements of the project or of the technical/eligibility criteria at any stage.
- 2.5.9** Tenure of License Agreement: The tenure of License Agreement shall be 10 (Ten) years subject to an initial lock-in period of 3 (three) years from date of handover of the first lot of optical fibre pair initially which can be extended for further 5 years on mutually agreed terms & conditions Tenure of the License Period of the Optical Fibre or Space handed over subsequently shall be coterminous with above period irrespective of date of actual handing over.
- 2.5.10** The optical fibre as detailed in Annexure-1 is tentative and subject to change. At the time of handing over of the optical fibre as per annexure 1, there may be a variation of up to (+/-)10 % from the tendered quantity subject to availability and feasibility at the sole discretion of NMRC & licence fee shall be adjusted accordingly on pro rata basis of the applicable/quoted license fee for actual fibre handed over. Interest free security shall however not be adjusted up to (+/-) 10% variation in handed over fibre from the tendered quantity.
- 2.5.11** Additional optical fibre over & above the tendered/Licensed quantity up to maximum of 25 % of the tendered/Licensed quantity may also be provided to the Licensee based on Availability & feasibility at the sole discretion of NMRC. **Security deposit shall be increased & updated for any allotment beyond (+/-) 10% of the originally allotted/tendered fibre. The Tenure of such additional allotted optical fibre shall be Co-terminus with the tenure of the License agreement for the originally allotted optical fibre.**
- 2.5.12 Interest Free Security Deposit/Performance Security:** Selected Bidder shall pay and submit NMRC Interest Free Security Deposit / Performance Security to NMRC Ltd equivalent to 12 (twelve) Months License Fee of the optical fibre licensed and Licensed Rack space as per Annexure-10.1 & 10.2 of Draft License Agreement (DLA). **The Security Deposit / Performance Security shall be escalated and increased by 7% per annum on compounding basis after completion of every year of License Period. Security Deposit/ Performance Security shall be paid as follows:-**
- a). Security Deposit up to Rs. 10 lakhs shall be paid in form of DD/PO only. For amount exceeding Rs. 10 lakhs initial Rs. 10 lakhs shall be paid in the form of DD/PO in favour of Noida Metro Rail Corporation Ltd and for remaining amount exceeding Rs. 10 lakhs; minimum 50% of the IFSD shall be paid in form of DD/PO (up to a maximum of Rs. 50 lakhs) & balance or 50 % amount of the IFSD shall be paid in form of Bank Guarantee/DD/PO in favour of Noida Metro Rail Corporation Ltd and payable at Noida. IFSD shall be paid and deposited as follows.



- b). The Security Deposit/ Performance Security which is submitted in the form of Demand/Bank Draft/PO shall be issued from a Scheduled Commercial Bank based in India in favour of "Noida Metro Rail Corporation Ltd." payable at Noida.
- c). Irrevocable Bank Guarantee issued for IFSD shall be in the prescribed format of NMRC Ltd. (Annexure-10.4) issued by the State Bank of India or any other Nationalized Bank or other Scheduled Commercial Banks, acceptable to NMRC, from/payable at its branches located in Noida. The Bank Guarantee shall be valid for at least three years from the date of its issue & shall be extended and renewed for further period of three years on rolling basis well before expiry of earlier Bank Guarantee, failing which the previous Bank Guarantee shall be invoked and en cashed by NMRC without any prior intimation to the licensee. For last year of License Period, the Licensee shall submit the Bank Guarantee valid for remaining License Period plus six months and shall renew it further, if required, till the final settlement of all accounts failing which the Bank Guarantee of the Licensee shall be invoked and en cashed by NMRC without prior intimation to the licensee.
- d). Security Deposit/Performance Security shall be paid/updated at the applicable rate for the new additional location/fibre allotted and handed over as detailed in clause 2.5.12 above.

**'As is where is basis':** The Licensee shall be licensed with the said Licensed optical fibre, Premises, space, installations, fittings and fixtures on 'as is where is basis' and the Licensee shall not make any additions or alterations in the Licensed Space, installations including electric installations and wiring without the prior permission of NMRC in writing and when permitted by the NMRC the said additions and alterations shall be carried out by the Licensee at their own cost and they shall not be entitled for any compensation for any additions/alterations carried out by them in the Licensed Premises and the same shall vest in NMRC. The Licensee shall install their own fixtures and equipment in the said Licensed Premises after duly obtaining all necessary approvals from the licensor, permissions and licenses from the Municipal Corporation, DoT and such other Statutory Authorities at its own cost and expense.

Goods and Service Tax (GST) and surcharge thereon, as applicable from time to time, shall be paid by the Licensee. The property tax applicable, if any on the property of NMRC shall be borne by the licensee. All other statutory taxes, statutory dues, local levies, as applicable (except those mentioned above) shall be charged extra and shall have to be remitted along with the License Fee for onward remittance to the Government/Authority. The Licensee shall indemnify NMRC from any claims that may arise from the statutory authorities in connection with this License.

**2.5.13** Licensee shall pay the amount to NMRC on annual basis in advance all payments required as per details and rates indicated in the table below-

S. No	Item	Rates for Licensing of Optical Fibres per pair per Km per month	Rates for Licensing of Space (If required and allotted) subject to Minimum chargeable area of 1 sqm at each location
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1	Licence Fee Including Maintenance Charges and cable tray charges.	xxxx accepted rates of selected bidder subsequent to Bidding Process + GST	xxxx accepted rates of selected bidder subsequent to Bidding Process + GST
4.	Usage Charges of Power	If opted for, subject to availability, as per Govt rates and associated deposits and charges as applicable from time to time on back to back basis	
5.	Interest Free Electricity Consumption Deposit	Rs.xxxxx/- Per KVA (As per UPERC policy applicable from time to time)	
6.	Security Deposit / Performance Security	12 months license fee for OFC and Rack space applicable for the first year of the License Agreement.	

**2.5.14 Commencement of License Fee:** The License Fee shall commence immediately after the date of handing over or date of deemed handing over of optical fibre cable/space whichever is earlier.

**2.5.15 Payment Terms:**

a) **The License Fee of Optical Fibre (Including Cable Tray Charges and Maintenance Charges) , License Fee for optical fibre and Rack space & other recurring charges, if any shall be increased and escalated by 7% p.a. On compounding basis after completion of every year of the License period from the date of Commencement of License Agreement.**

b) The payment of License fee and other recurring dues for the first year shall be paid within 30 days from the date of acceptance of Notice of Award (excluding the date of NOA). The payment of License fees for subsequent years including recurring charges would be payable in advance by the last working day of previous running year on annual basis.

c) The allotment of fibres shall be done according to the clause 2.5 of the RFP. Accordingly, the license fee shall be charged to the licensee. It may be noted that Fibre length mentioned in the RFP is tentative and actual length to be considered for leasing will be as per OTDR readings jointly checked at the time of handover of Fibre pair.

d) The License Fee of Space shall be charged for the actual carpet area of space handed over subject to minimum chargeable area of 1 (one) Sqm at each location.

**2.15.16** All taxes and duties imposed by Central/ State government or local bodies shall be extra and shall be paid by Licensee. GST and any other statutory levies as and when specified by Govt. shall be payable by Licensee. However, property tax, if any shall be borne by NMRC.

**2.15.17** The reconciliation of License Fee and other dues shall be carried out annually. Based on re-conciliation, the adjustment of License Fee payable to NMRC shall be carried out along with payment of License Fee of next year.

**2.15.18** The payment of dues should be preferably paid by RTGS/NEFT for credit of the designated A/c of Noida Metro Rail Corporation Ltd after obtaining prior approval of NMRC and complying with the laid down procedure. Licensee may submit the dues in the form of demand draft /PO in favour of Noida Metro Rail Corporation Ltd, payable at Noida.

- 2.15.19** NMRC shall provide reasonable security services in all Metro Stations, general Cleaning &adequate lighting in the common areas and compound lighting outside the Building, operation of existing lifts. In the event that any one of the services provided by NMRC may be interrupted or suspended by reason of accident, repair, alterations, strikes, lockout, etc. NMRC shall not be liable for any compensation to the Licensee, however, NMRC shall use its best efforts to restore such services as soon as reasonably possible.
- 2.15.20** NMRC shall ensure the availability of the allotted spare optical fibres to 99.9%. However, NMRC shall not be liable for any compensation to the Licensee and NMRC shall use its best efforts to restore such services as soon as reasonably Possible.
- 2.15.21** If during the Lease period, any loss of property and/or life takes place, the loss and account of the same shall be borne entirely by the Licensee and NMRC shall not be Liable for any such claims. The Licensee would be responsible for all the payments arising out of any third-party claims. The Licensee is advised to procure insurance for meeting such liabilities at his own cost.
- 2.15.22** Licensee shall provide unfettered access to the authorized representative of NMRC and its operation staff for the purpose of maintenance works (with respect to NMRC Work ), if applicable, inside the specified area at all times during the Lease period.
- 2.15.23** NMRC shall not be made party in any litigation arising between the Licensee and any third party during and/or associated with the furbishing/finishing and operations/maintenance of the allotted spares and space. All civil and criminal liability shall be the responsibility of the Licensee.
- 2.15.24** The Licensee shall not employ any person who is under the age of 18 years.
- 2.15.25** All the Licensee's personnel shall be required to possess ID card while working in NMRC premises as per prevailing procedure. O&M personnel shall accompany the Licensee's personnel while working in stations.
- 2.15.26** The Licensee shall not have any right to infringe the NMRC premises (other than the area licensed to him) and normal business, operation and commuters' facilities of Metro Rail Services. Upon observation of any such infringement NMRC shall issue a notice of Compliance. If the Licensee fails to comply with three such notices and continue such Infringement, NMRC shall have right to impose a penalty of Rs. 5000/- per day. This penalty shall be in addition to License Fees & other taxes payable to NMRC. In the event if penalty is imposed on Licensee for 3 times during the entire lease tenure, then the agreement shall be liable for termination, subject to decision of NMRC
- 2.15.27** It shall be mandatory for the Licensee to follow the operational timings of NMRC. No activity which requires the downtime of the fibres shall be permitted within the Metro station premises beyond the operational timings.
- 2.15.28 Sub-leasing/Sub-licensing of optical fibres is not allowed.**

**2.6 Penalty Clause:**

NMRC reserves the right to impose the penalty on Licensee up to INR 5,000/- per offence on the following offenses: -

- a. Any staff of Licensee found in drunken condition/indulging in bad conduct.
- b. Any staff of the Licensee found without proper uniform and/or found creating Nuisance on duty.
- c. Improper maintenance & defacement of the Metro Property.
- d. Dishonour of Cheques and Drafts submitted by Licensee to NMRC. Cheques will be accepted only in emergency conditions & with the approval of NMRC
- e. Misbehaviour with staff and commuters of NMRC.
- f. Not following safety and security norms as may be indicated by authorized representative of NMRC.
- g. Utilizing spares and space at locations other than that approved by NMRC.
- h. Non-submission of monthly statement of approved plan and actual utilized spares of fibres at each station.
- i. Infringe into the NMRC premises.

Note: The option to impose fine, penalty, etc. under this License Agreement shall be exercised by NMRC All the Penalties mentioned in this agreement shall be doubled after Completion of 03 years of license agreement. Further, any physical/asset damage of NMRC assets will be calculated separately, and the penalty shall be imposed at the rate of 1.5 of times of the cost of the damage.

### **3. Submission of Bids by Bidders**

- 3.1** No Bidder shall submit more than one Bid for this RFP document. Notwithstanding to anything contrary contained in this RFP, the detailed terms specified in the draft License Agreement (Annexure-10) shall have overriding effect; provided, that any conditions or obligations imposed on the Bidder hereunder shall continue to have effect in addition to its obligations under the License Agreement.
- 3.2** For participation in e-tendering process, the Bidder(s) has to be registered on NMRC's e-tendering portal <http://etender.up.nic.in> on registration they will be provided with a User ID and a password enabling them to submit their Bids online using Digital System Certificate (DSC) and can witness various activities of the process. The authorized signatory of intending Bidder, as per Power of Attorney (POA), must have valid class-III digital signature. The Bid Document can only be downloaded or uploaded using Class-III digital signature of the authorized signatory. If needed, prospective bidder can be imparted training on "online tendering process".
- 3.3** The Bid should be furnished clearly providing the details. The bidder shall clearly indicate financial offer in both figures and words, in Indian Rupees. In the event of any difference between figures and words, the amount indicated in words shall be valid. The bid documents shall be signed by the Bidder's Authorised Signatory.
- 3.4** Cost of RFP Document: Bidders are required to deposit non-refundable Cost of RFP Document (as specified in Notice Inviting Bid/Tender) for its Bid. The Cost of RFP Document shall be acceptable the form of RTGS/NEFT/IMPS for credit of the following NMRC account only. **Name of Bank:** State Bank of India (04077) – Sector 18, Noida Gautam Budh Nagar, Uttar Pradesh -201301, IFS Code: SBIN0004077, **A/c No. 37707840592, Noida Metro Rail Corporation Ltd. Account Type-Current Account.** The scanned copies of transaction receipt for payment of RFP document cost shall be uploaded on line along with bid. The Bids of the Bidders who fail to submit the cost of RFP Document on line before the prescribed date and time shall be summarily rejected.
- 3.5 Tender Cost:**
- a) The "Cost of RFP Document" shall be accepted only in the form of RTGS/NEFT/IMPS for credit of the following NMRC account only. **Name of Bank:** State Bank of India (04077) – Sector 18, Noida Gautam Budh Nagar, Uttar Pradesh -201301, IFSC Code: SBIN0004077, **A/c No. 37707840592, Noida Metro Rail Corporation Ltd. Account Type-Current Account.** No other mode of payment will be accepted. Bidder(s) who fails to submit the "Cost of RFP Document" online on or before the prescribed date and time shall be declared as ineligible and the Bid submitted by them shall be summarily rejected. The Bid shall be valid for a period not less than 180 days from last date of submission of Bid. The bidder will be required to upload scanned copies of transaction of payment of tender cost at the time of bid submission.
  - b) Bidders are required to submit Annexure 4(B) for Undertaking for Tender Security Declaration.
- 3.6** NMRC has adopted single stage Two packet bidding process comprising of Technical bid and Financial Bid for selection of a suitable highest Bidders for granting of License. The bid shall be submitted online by the bidder in two parts comprising of Technical Bid and Financial Bid. The Technical Bid shall include the details for fulfilling Eligibility criteria as laid down in this document. The Financial Bid shall include the financial offer of the Bidder in the manner as prescribed in this document. Both the Technical Bid and Financial Bid shall be submitted by the Bidder by the same due date as mentioned in the Bid Document. The offer of Bidder, who does not fulfil the Eligibility criteria, shall be summarily rejected. The Bidder shall enclose with its Bid an undertaking stating/providing and confirming that the necessary supporting documents, including audited accounts and financial statements, certificate(s) from its statutory auditors have been submitted.

**3.7 Technical Bid:**

The Bidder shall upload scanned copies of, subject to minimum of following documents in Technical Bid. In case any or all of the provisions mentioned above are not applicable, Bidder should give a declaration to that effect. Non-submission will not be considered as exemption.

- i. Cost of RFP Document Amount deposit slip.
- ii. Documents as per Eligibility Criterion: Copies of (duly audited and certified by its statutory auditor) Profit and Loss Account, Audited Balance Sheet, Annual Report, etc.,
- iii. Annexure-2 and Annexure-3: On official letter head of company duly signed and stamped on each page by authorized representative as unconditional acceptance of terms and conditions given thereof.
- iv. Annexure-4(A), 4(B), 4(C) & Annexure-6 and 7.
- v. Annexure-9E- Undertaking for downloading Tender document.
- vi. Self-attested copies of the PAN Card and GST Registration Certificate
- vii. Annexure-8A-Declaration Form.
- viii. Annexure - 8B – Certificate of statutory auditor.
- ix. Annexure-9A-Details of fibre pair requirement.
- x. Authorization in favour of signatory to the POA (i.e. Board Resolution/MOU etc.
- xi. Attested copies of Memorandum and Articles of Association in case of companies or bodies corporate and copy of partnership deed in case of the Partnership Firm.
- xii. Copy of complete request for proposal (RFP) RFP document including Draft License agreement (Annexure-10) & addendum/ corrigendum (if any) along with replies to pre-bid queries duly signed & stamped on each page by authorised representative of Bidders as acceptance of terms and conditions given thereof.
- xiii. Documentary evidence authenticating that the Bidders have authorized Access Service License/IP Registration Certificate issued from Department of Telecommunication or any other duly government authorised agencies or a telemarketer/OSP (other service provider) providing services through authorised telecom service provider, failing which the offer of such Bidders shall be considered technically invalid and shall not be considered at all.
- xiv. The bidder shall submit the undertaking to the effect that no dues are pending as per annexure-8 (C). The bidders are also required to submit the Annexure-8(D) of this tender document.
- xv. The bidders shall submit the undertaking for responsibility for bidders as per annexure- 8 (F) of this tender document.
- xvi. Additional requirement of fibers may be quoted at Annexure-9I
- xvii. Undertaking to be submitted by bidder for making payment through RTGS/NEFT/ESC Mode as per Annexure-9B.
- xviii. Intimation to be given by bidder for deposition of payments via RTGS /NEFT/ECS as per Annexure-9C.
- xix. Approval to be obtained by bidder for submission of payments via RTGS /NEFT/ECS as per Annexure-9D.
- xx. Undertaking to be submitted by bidder for downloading of tender document as per Annexure-9E.
- xxi. Undertaking to be submitted by bidder for corrupt and fraudulent practices as per Annexure-9F.
- xxii. Undertaking to be submitted by bidder for copyright as per Annexure-9G.
- xxiii. Undertaking to be submitted by bidder for disclosure of information under RTI act as per Annexure-9H.

- xxiv. In case any of the provisions mentioned above are not applicable, the Bidder should give a NIL statement/ declaration to that effect. Non submission will not be considered as exemption.

**3.8 Financial Bid: -**

The bidders shall quote the Bid Variable for leasing of optical fibre and Rack space as the rate of License Fee and Rack space for the required length per year in the Financial Bid (BoQ). Evaluation would be on total License fees quoted per pair per KM per year and for rack spare per sq m per year. If there is a discrepancy between words and figures, the amount in words shall be valid.

- 3.9** The documents including this Bid Document and all attached documents, provided by NMRC shall remain properties of NMRC and are transmitted to the Bidders solely for the purpose of preparation and the submission of a Bid. The Bidders are to treat all information as strictly confidential and shall not use it for any purpose other than for preparation and submission of their Bid. The provisions of this clause shall also apply mutatis mutandis to Bids and all other documents submitted by the Bidders, and NMRC shall not return to the Bidders any Bid, document or any information provided along therewith.

**3.10 Cost of Bidding:**

The Bidders shall be responsible for all of the costs associated with the preparation of their Bids and their participation in the Bidding Process. NMRC shall not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Bidding Process.

**3.11 Site visit and verification of information:**

Bidders are encouraged to submit their respective Bids after visiting NMRC premises and ascertaining themselves with the site conditions, traffic, location, surroundings, climate, access to station / site, handling and storage of materials, weather data, applicable laws and regulations and any other matter considered relevant by them.

**3.12 Clarification of e-bid :**

- a. During evaluation of e-Bid, NMRC may, at its discretion, ask the Bidder for a clarification of his/her e-Bid. The request for clarification shall be in writing.
- b. Any queries or request for additional information concerning this RFP shall be submitted in writing or by fax and e-mail to the Dy. General Manager/AFC-Tele, NMRC only before or during Pre-Bid Meeting held at NMRC. The envelopes/ communication shall clearly bear the following identification/ title: "Queries/ Request for Additional Information: Leasing of Optical Fibre and Rack space at NMRC Network ". The responses will be posted to all such queries on the official Website [www.nmrcnoida.com](http://www.nmrcnoida.com). NMRC reserves the right not to respond to any questions or provide any clarifications, in its sole discretion, and nothing in this Clause shall be taken or read as compelling or requiring NMRC to respond to any question or to provide any clarification.
- c. A pre- bid meeting shall be called on the date mentioned in Data Sheet at NMRC Office. Any change corresponding to date, if any, shall be communicated to the Bidder vide NMRC/ e- Tendering website.
- d. In case the Bidder seeks for any queries, he shall send letter or e-mail to the correspondence address given in Data Sheet.
- e. However, NMRC shall not entertain any correspondence from the Bidders during the period of e- Bid opening to selection of the successful Bidder. Any wrong practice shall be dealt in accordance with the Section 5.7 of this e-Bid document under Fraud and Corrupt Practices.

- f. The Bidder is advised to visit and examine the Site of Works and its surroundings and obtain for himself on his own responsibility all information that may be necessary for preparing the Tender and entering into a contract for the proposed work. The costs of visiting the Site shall be borne by the Bidder. It shall be deemed that the Contractor has undertaken a visit to the Site of Works and is aware of the site conditions prior to the submission of the tender documents.
- g. The Bidder and any of his personnel will be granted permission by the Employer to enter upon his premises and lands for the purpose of such inspection, but only upon the express condition that the Bidder, and his personnel, will release and indemnify the Employer and his personnel from and against all liability in respect thereof and will be responsible for death or personal injury, loss of or damage to property and any other loss, damage, costs and expenses incurred as a result of the inspection.

**3.13** It shall be deemed that by submitting a Bid, the Bidder has:

- a. made a complete and careful examination of the bidding documents;
- b. Received all relevant information from NMRC;
- c. Accepted the risk of inadequacy, error or mistake in the information provided in the bidding documents or furnished by or on behalf of NMRC relating to any of the matters referred to in RFP document;
- d. Satisfied itself about all matters, things and information herein above necessary and required for submitting an informed Bid, execution of the License Agreement in accordance with the bidding documents and performance of all of its obligations there under;
- e. Acknowledged and agreed that inadequacy, lack of completeness or incorrectness of information provided in the bidding documents or ignorance of any of the matters herein above shall not be a basis for any claim for compensation, damages, claim for performance of its obligations, loss/ profits, etc. from NMRC, or a ground for termination of the License Agreement by the Licensee;
- f. Acknowledged that it does not have a Conflict of Interest; and
- g. Agreed to be bound by the undertakings provided by it under and in terms hereof.

**3.14** NMRC shall not be liable for any omission, mistake or error in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to RFP or the Bidding Process, including any error or mistake therein or in any information or data given by NMRC.

**3.15 Verification and Disqualification:**

NMRC reserves the right to verify all statements, information and documents submitted by the Bidder in response to the RFP or the Bidding Documents and the Bidder shall, when so required by NMRC, make available all such information, evidence and documents as may be necessary for such verification. Any such verification or lack of such verification, by NMRC shall not relieve the Bidder of its obligations or liabilities hereunder nor shall it affect any rights of NMRC there under.

**3.16 Amendment of Bid Document/RFP:**

- a. At any time prior to the Bid Due Date, NMRC may, for any reason, modify the Bid Document by the issuance of Addendum / Corrigendum.



b. Any Addendum /Corrigendum issued hereunder shall be uploaded on <http://etender.up.nic.in>

c. In order to afford the Bidders a reasonable time for taking an Addendum into account, or for any other reason, NMRC may, in its sole discretion, extend the Bid Due Date.

d. The Bidders are requested to get in touch with <http://etender.up.nic.in> NMRC website [www.nmrcnoida.com](http://www.nmrcnoida.com) and for all up- dates on the Bid Document such as addendums/corrigendum, replies to queries, postponement of Bid schedules etc. No claims or compensation shall be entertained on account of the Bidder having not read/noticed the updates, etc.

### 3.17 Preparation of Bids:

- a) Format and Signing of Bid: The Bidder shall provide all the information sought under this RFP/Bid Document as per the format.
- b) The Bid and its copy shall be typed or written in indelible ink and signed by the authorised signatory of the Bidder who shall also initial each page, in blue ink. All the alterations, omissions, additions or any other amendments made to the Bid shall be initialled by the person(s) signing the Bid.

### 3.18 Submission of e-Bids

- a) The Bids shall only be received electronically through the website <http://etender.up.nic.in> No Bid will be accepted in physical form and in case it has been submitted in physical form it shall be rejected summarily. Bid documents submitted by fax, telex, telegram or e-mail shall not be entertained and shall be summarily rejected. The Bidders are advised to keep in touch with e-tendering portal <http://etender.up.nic.in> for updates.
- b) The Bidder shall have to submit their Bids (Technical Bid & Financial Bid) online only in electronic format with digital signatures and after uploading the mandatory scanned documents towards cost of Bid Document and other documents as required in the Bid Document. The Bid Document Cost must be submitted to NMRC in online form as per stipulated date & time (as per Notice Inviting Tender/Bid).
- c) Bidders shall note that all the uploaded files in Bid submission should be named properly and arranged systematically. No special character/space should be there in the uploaded file name.
- d) Bids received after Last Date & Time of Submission (e-tender) of online Bid shall not be accepted under any circumstances.
- e) The Bidder has to produce the original documents as and when required by NMRC. The failure of the Bidder or Licensee to furnish the said original documents will entail summarily rejection of its Bid.
- f) Before submission of online Bids, Bidders must ensure that scanned copies of all the necessary documents have been uploaded with the Bid.
- g) The Bidders should carefully note the following instructions:
  - (i) The Bidders should ensure that the complete RFP Document has been downloaded.

- (ii) The printout of Bid/RFP Documents should be taken on good quality 'A4' size paper. The printout should be same as available on website. The print should be legible and indelible.
- (iii) In case of any correction/addition/alteration/omission in the Bid/RFP Document, as made available by NMRC, observed at any stage, the bid shall be treated as non-responsive and shall be rejected out-rightly.

**3.19 Bid Submission Date:**

The Bids shall be received electronically only through the website <http://etender.up.nic.in> . No Bids will be accepted in physical form and in case it has been submitted in physical form it shall be rejected summarily. Bids should be submitted before due date provided in the manner and form as detailed in this Bid/RFP document. NMRC will not be responsible for any delay in online submission of the Bids due to any reason whatsoever. Any bid application received after due date and time as prescribed in Bid/RFP document shall be summarily rejected. Bidder to note that rate not to be mentioned in technical bid

**3.20** Notwithstanding anything contained in this Bid document, NMRC reserves the right to accept or reject any Bid offer and to annul the Bidding Process and reject all Bid offers, at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons therefore. The Bidder shall not have a Conflict of Interest that affects the Bidding Process. Any Bidder found to have a Conflict of Interest shall be disqualified. A Bidder shall be deemed to have a Conflict of Interest affecting Bidding Process if a constituent of such Bidder is also a constituent of another Bidder.

**3.21 Confidentiality:**

Information relating to the examination, clarification, evaluation, and recommendation for the Bidders shall not be disclosed to any person who is not officially concerned with the process or is not a retained professional advisor advising NMRC in relation to or matters arising out of, or concerning the Bidding Process. NMRC shall treat all information, submitted as part of Bid, in confidence and shall require all those who have access to such material to treat the same in confidence. NMRC may not divulge any such information unless it is directed to do so by any statutory entity that has the power under law to require its disclosure or is to enforce or assert any right or privilege of the statutory entity and/ or NMRC or as may be required by law or in connection with any legal process.

**3.22 Correction of Errors**

Tenders determined to be technically acceptable after technical evaluation will be checked by the Employer for any arithmetical errors in computation and summation during financial evaluation. Errors will be corrected by the Employer as follows:

- a. Where there is a discrepancy between amounts in figures and in words, the amount in words will govern; and
- b. Where there is a discrepancy between the unit price and the total amount derived from the multiplication of the unit price and the quantity, the unit price as quoted will normally govern unless in the opinion of the Employer there is an obviously gross misplacement of the decimal point in the unit price, in which event, the total amount as quoted will govern.

**3.23 Examination of e-Bid document**

- a. The NMRC will examine the e-Bid to determine if:
  - i. They are complete;
  - ii. They meet all the conditions of the contract;
  - iii. The required e-Bid Processing fee, EMD and other required documents have been furnished;

- iv. The documents have been properly digitally signed; and
  - v. The e-Bids are in order.
- b. Any e-Bid or e-Bids not fulfilling these requirements shall be rejected.

### **3.24 Contacting NMRC**

- a. No Bidder shall contact NMRC on any matter relating to his/her e-Bid, from the time of the e-Bid opening to the time the contract is awarded. If the Bidder wishes to bring additional information to the notice of NMRC, he/she can do so in writing.
- b. Any effort by a Bidder to influence NMRC in its decisions on e-Bid evaluation, e- bid comparison or contract award may result in rejection of the Bidder's e-Bid.
- c. In the event of any information furnished by the Bidder is found false or fabricated, the minimum punishment shall be debarring /blacklisting from Noida Metro works and legal proceeding can also be initiated. EMD of such bidders will be forfeited.

### **3.25 Confidentiality**

- a. Information relating to the examination, clarification, evaluation, and recommendation for the Bidders shall not be disclosed to any person who is not officially concerned with the process or is not a retained professional advisor advising NMRC in relation to or matters arising out of, or concerning the Bidding Process. Any effort by a Bidder to exert undue or unfair influence in the process of examination, clarification, evaluation and comparison of Proposal shall result in outright rejection of the offer, made by the said Bidder.
- b. NMRC shall treat all information, submitted as part of Bid, in confidence and shall require all those who have access to such material to treat the same in confidence. NMRC may not divulge any such information unless it is directed to do so by any statutory entity that has the power under law to require its disclosure or is to enforce or assert any right or privilege of the statutory entity and/ or NMRC or as may be required by law or in connection with any legal process.

### **3.26 Award of Contract**

#### **3.26.1 Award Criteria**

- a. NMRC will award the contract as per evaluation criteria stated in the RFP Document.
- b. NMRC will award the contract to the successful Bidder whose bid has been determined to be responsive to all the conditions of the contract and meeting the eligibility requirement of the bidding document.

#### **3.26.2 Notice of Award (NOA)**

- a. Prior to the expiration of the period of e-Bid validity, NMRC will notify the successful Bidder in writing, by letter/e-mail/fax, that its e-Bid has been accepted.
- b. The acceptance of NOA will constitute the formation of the contract.

#### **3.26.3 Signing of contract**

At the same time as NMRC notifies the successful Bidder that it's e-Bid has been accepted, the successful Bidder shall have to sign the Agreement with relevant document as mentioned in the RFP and get it registered at Registrar office at his own cost The agreement draft along with other related terms and conditions will be same as furnished in this e-Bid. Any refusal will not be allowed. The Bidder need not download and submit in hard copies of these documents.

**3.26.4 NMRC's right to accept any e-Bid and to reject any or all e-Bids**

NMRC reserves the right to accept or reject any e-Bid, and to annul the e-Bid process and reject all e- Bids at any time prior to contract award, without thereby incurring any liability to the affected bidder or bidders.

**3.27 Miscellaneous**

**3.27.1** The Bidding Process shall be governed by, and construed in accordance with, the laws of India and the Courts at Noida shall have exclusive jurisdiction over all disputes arising under, pursuant to and/ or in connection with the Bidding Process. Even in such cases where NMRC asks for additional information from any Bidder, the same cannot be adduced as a reason for citing any dispute.

**3.27.2** NMRC, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to;

- a. Suspend and/ or cancel the Bidding Process and/ or amend and/ or supplement the Bidding Process or modify the dates or other terms and conditions relating thereto;
- b. Consult with any Bidder in order to receive clarification or further information;
- c. Retain any information and/ or evidence submitted to NMRC by, on behalf of, and/ or in relation to any Bidder; and/ or
- d. Independently verify, disqualify, reject and/ or accept any and all submissions or other information and/ or evidence submitted by or on behalf of any Bidder.

**3.27.3** It shall be deemed that by submitting the Bid, the Bidder agrees and releases NMRC, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/ or performance of any obligations hereunder, pursuant hereto and/ or in connection with the Bidding Process and waives, to the fullest extent permitted by applicable laws, any and all rights and/ or claims it may have in this respect, whether actual or contingent, whether present or in future.

**3.27.4** The RFP and License Agreement are to be taken as mutually explanatory and, unless otherwise expressly provided elsewhere in this RFP, in the event of any conflict between them, the priority shall be in the following order:

- a. License Agreement
- b. RFP Document;

i.e. the License Agreement shall prevail over RFP Document.

**3.28 Execution of License Agreement**

The registration of License agreement shall be done within 30 (thirty) days of signing of agreement by the Licensee (registration fee, stamp duty etc. to be fully borne by the licensee) and the duly registered documents to be submitted to NMRC for record. Any amendment in the contract/license agreement, if required to be registered, shall also be registered within 30 (thirty) days from the date of amendment and duly registered documents shall be submitted to NMRC for record. In case the registration of the license agreement/amendment is not done within 30 days of signing of license agreement/amendment, it shall be treated as "Material Breach of Contract". The licensee will be given 30 days time to cure the default. In case the licensee fails to remedy the Breach/fault in this regard to the satisfaction of NMRC within 30 days cure period, NMRC may terminate the License Agreement after expiry of the cure period of 30 days duly forfeiting the Security deposit and any other amount paid by Licensee.

**3.29** In case of mismatch in financial data in the submitted documents i.e. in statutory auditor's certified documents and data in audited balance sheet profit and loss A/c etc., the data from

the audited balance sheet, profit and loss A/c shall prevail.

- 3.30** During license period, all disputes between the successful bidders and NMRC shall be settled as per the dispute resolution procedure elaborated in the draft License Agreement (Annexure 10) after signing the license agreement.

## Section 4: Eligibility, Evaluation and Selection Process

4.1 The Bidder's competence and capability is proposed to be established by the following parameters. The Bidder should meet all the criteria given in this section.

- a. Sole proprietorship, registered partnership firm (including LLP), public limited company, and private limited company can submit the Bid.
- b. The Bidder should have a minimum experience of having satisfactorily and successfully completed similar works during last 7 (Seven) years period ending last day of month previous to the one in which the bids are invited should be either of the following:

### Definition of Similar Works-

**The Bidder should have experience of leasing/Operation & Maintenance of Optical Fibre Cable (OFC) for minimum of 200 Km length in Govt/PSUs/Reputed Pvt Firms.**

- c. **Bidders are required to enclose copies of the work orders and work completion certificate in support of the same with the Technical-Bid. Work Completion certificate clearly indicating the nature/scope of work, actual completion cost and actual date of completion for such work without proper and valid certificates from the Employers, bid will be rejected.**
- d. The interested bidder must have Access Service License/IP Registration Certificate issued from Department of Telecommunication/NLD License/License as per provision under section 4 of Indian Telegraph Act 1885 or any other duly government authorized agencies or a telemarketer/OSP (other service provider) providing services through authorized telecom service provider, failing which the offer of such Bidders shall be considered technically invalid and shall not be considered at all. The Bidder shall be required to submit the declaration for the purpose of regulatory compliance as per format given as Annexure- "8A" of RFP Document along with supportive documents.
- e. Bidders shall have a minimum annual average turnover in last 3 (three) audited financial statements/year [i.e 2020-21, 2021-22 & 2022-23] of Rs 7.10 Cr ( Seven Crore Ten Lakhs Only). The bidder shall upload audited financial statements of last three years (i.e FY 2020-21, 2021-22 & 2022-23) duly certified by the statutory auditor of the firm/company with stamp, signature and self-certified by the participants as per Annexure 8(B) and as per details provided in Chapter 4 of RFP.
- f. The Bidder should be registered with the Goods and Services Tax Authorities.
- g. Bidder(s) are expected to carry out extensive survey of NMRC site and analysis at their own cost, before submitting their respective Bid(s) for award of the License. NMRC shall provide necessary permission and facilitate site visit for the prospective Bidder(s) in this regard.
- h. The Bid submissions must be made online after uploading the mandatory scanned documents towards "Cost of RFP Document", "Bid Security" and other documents as stated in RFP Document.
- i. All the uploaded files in bid submission should be named properly and arranged systematically. No special character/space should be there in the uploaded file name.
- j. Bid(s) received after Last Date & Time of Submission (e-tender) of Bid online shall not be

accepted under any circumstances.

- k. NMRC/any other metro organization (100% owned by government)/Ministry of Housing and Urban affairs/Order of Ministry of Commerce, applicable for all Ministries must not have banned/ debarred business with the bidder as on the date of tender submission. The bidder should submit undertaking to this effect in Annexure 7 as form of tender document.
- l. In case at the subsequent date the successful bidder/Licensee is found to have been banned for business as given above, NMRC shall be at liberty to have full right to cancel the allotment of fibres and forfeit the security deposit after adjusting any dues payable by the successful bidder/licensee. The bidder should submit undertaking for the above as per Annexure-7 of the tender document.
- m. The Bidders shall not have a conflict of interest that affects the Bidding Process. Any bidder found to have conflict of interest shall be disqualified. A Bidder shall be deemed to have a conflict of interest affecting Bidding Process if a constituent of one Bidder is also a constituent of another Bidder.
- n. Undertaking for downloading of tender document is to be submitted as per Annexure-9E.
- o. In case of any concealment or misrepresentation of facts, appropriate action(s) in accordance with tender conditions and suspension/banning policy, August 2019 at NMRC can be downloaded from tender section of NMRC website i.e. [www.nmrcnoida.com](http://www.nmrcnoida.com)
- p. The Bidders are advised to keep in touch with e-tendering portal <http://etender.up.nic.in> for updates.
- q. The bids submitted without cost of bid/RFP document by the bidders shall be out rightly rejected. The details of tender cost should be correctly uploaded and detail must match in the online submission. The bids received after stipulated date and time of submission of RFP shall be rejected out rightly.
- r. NMRC reserves the right to accept or reject any or all proposals without assigning any reasons. No bidder shall have any cause of action or claim against the NMRC for rejection of his proposal.

#### **4.2 Evaluation and Selection of Bidder**

Selection of Bidder who qualifies the Eligibility Criteria:

- a. The availability of fibre pairs in different sections is tabulated in Annexure 1. A bidder can quote for any number of fibre pairs for the 21 different Sections provided in Annexure 1 for each of the section. The bidder is advised to quote clearly the required fibre pairs in his financial bid (BoQ), otherwise his bid is likely to be rejected. The fibre pairs will be allotted section wise. The technically eligible Bidder, who quotes the highest License Fee shall be treated as the highest bidder. The bidder quoting the next highest rate will be treated as 2nd highest bidder and so on. First the number of fibre pair quoted for the by the highest bidder will be allotted. Thereafter, the 2nd highest bidder will be offered from the remaining pairs in, provided the 2nd highest bidder matches the rate of the highest bidder. If pairs are still remaining then the same will be offered to 3rd highest, 4th highest and so on, provided they match the rate of highest bidder. However, NMRC's decision will be binding and final.
- b. In case of same bid /offer by two bidders (or more), the bidder having higher turnover shall be considered as H1 and will be selected. However, NMRC's decision will be binding and final.
- c. If the requirement of fibre pairs are more than the available quantities at Annexure 1 (by summing up the requirements of different bidders in Financial bid (BoQ), NMRC may explore to fulfil these requirement subject to feasibility, provided the bidder agrees to match

the highest offer.

**4.3 Notice of Award and Execution of Contract Agreement**

- a. After selection, Notice of Award( "NOA") shall be issued, in duplicate, by NMRC to the Selected Bidder(s) and the Selected Bidder(s) shall, within 10 (Ten ) days of the date of issue of the NOA, sign with stamp and return the duplicate copy of the NOA in token of unconditional acceptance and acknowledgement of NOA. In the event the duplicate copy of the NOA duly signed by the Selected Bidder is not received by the stipulated date, NMRC may, unless it consents to extension of time for submission thereof, cancel the NOA.
- b. Successful Bidder is required to pay required Security Deposit/ Performance Security and advance license fee and other recurring charges for the first year within thirty days (30) of date of acceptance of Notice of Award(excluding the date of NOA) without consideration of any interest. In case, the bidder fails to submit Security Deposit/Performance Security within 30 days from date of acceptance of NOA, it may also be submitted within an extended period of 30 days i.e. within 60 days of date of acceptance of NOA along with interest payable to NMRC for the delayed payment as follows:

Days from date of acceptance of NOA	Rate of penal Interest
Up to 30 days (excluding the date of issue of NOA)	Nil
Delay up to 15 days	18% per annum
Delay beyond 15 days	24% per annum

- c. GST will be charged extra on the above amount of Interest. The penal interest shall be charged for the entire period from the date of acceptance of NOA & on the balance amount remaining unpaid as per the NOA. The amount of penal interest shall be paid in the form of DD/PO/RTGS/NEFT in favour of Noida Metro Rail Corporation Ltd and payable at Noida.
- d. After 60 days of date of issuance of NOA, if the Bidder fails to comply with the NOA terms & conditions and fails to submit the required aforesaid NOA payment within 60 days of issue of NOA, the NOA may stand cancelled. No further request for extension in making payment of NOA amount may be considered. The bidder voluntarily and unequivocally agrees not to seek any claim, compensation, damages or any other consideration whatsoever on this account.
- d. After acknowledgement of the NOA and payment of dues in accordance with NOA, the selected Bidders shall execute the License Agreement within the 45 days of submission of full NOA payment. The Selected Bidders will not be entitled to seek any deviation, modification or amendment in the License Agreement. Payment of stamp duty on execution of license Agreement or any other document to be executed in pursuance of this Bid shall be borne by License



## **Section 5: General Conditions of Contract (GCC)**

These conditions shall be part of the contract agreement.

### **5.1 General Provisions**

#### **5.1.1 Governing law and jurisdiction**

These general conditions shall be governed by and construed in accordance with the laws in the territory of India. Irrespective of the place of delivery and the place of payment under the contract, the contract shall be deemed to have been made at the panel in India from where the acceptance of tender has been issued. Any dispute arising between the parties or arising out of this project or these terms shall be subject to the exclusive jurisdiction of, and venue in, the District court located in Gautam Budh Nagar, Uttar Pradesh, India.

#### **5.1.2 Notices**

Any notice, request or consent required or permitted to be given or made pursuant to these general conditions shall be in writing. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the party to whom the communication is addressed, or when sent to such party at the mentioned address.

#### **5.1.3 Authorized Representatives**

Any action required or permitted to be taken, and any document required or permitted to be executed under these general conditions by the Corporation or the Successful Bidder may be taken or executed by the officials as formally designated by each party.

#### **5.1.4 Taxes and Duties**

- a. The Agency shall bear and pay all taxes, duties, levies and charges assessed on the Agency, its Sub Agencies or their employees by all municipal, state or national government authorities in connection with the Facilities in and outside India, the amount of which is deemed to have been included in the Contract Price.
- b. The Agency shall ensure full compliance with tax laws of India with regard to this contract and shall be solely responsible for the same. He shall keep the Employer fully indemnified against liability of tax, interest, penalty etc., of the Agency's in respect thereof, which may arise.

### **5.2 Commencement, Completion, Modification and Termination of Contract**

#### **5.2.1 Effectiveness of Contract**

This Contract shall come into effect on the date the Contract is signed by both the parties and such other later date as discussed and agreed with the Bidder.

#### **5.2.2 Commencement of Services**

The Contractor shall begin carrying out the Services from the date of acceptance of NOA or any such date as specified by the employer.

#### **5.2.3 Expiration of Contract**

Unless terminated earlier pursuant to Clause 5.2.6 hereof, these general conditions shall expire at the end of such time period as given in the time schedule in RFP Document.

#### **5.2.4 Modifications or Variations**

Any modification or variation of the terms and conditions of these general terms, including any modification or variation of the scope of the Services, may only be made by written agreement between the Parties. However, each Party shall give due consideration to any proposals for modification or variation made by the other Party.

### 5.2.5 Force Majeure

- (i) Definition: For the purpose of these general terms, "Force Majeure" means an event which is beyond the reasonable control of a Party and which makes a Party's performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances.
- (ii) No Breach of Contract: The failure of a Party to fulfill any of its obligations under the contract shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event.
- (iii) Extension of Time: Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.
- (iv) Payments: During the period of their inability to perform the Services as a result of an event of Force Majeure, the Agency shall be entitled for time extension for such period.
- (v) Conditions like Pandemic/Lockdown (e.g. in COVID-19) will be treated as Force Majeure. During the period of Non-performance in these conditions, contractor will not be billed and Extension of Time will be given for such period.

### 5.2.6 Termination of Contract

If the Contractor fails to carry out any of his obligations, or if the Contractor is not executing the Works in Accordance with the Contract, the Engineer may give notice to the Contractor requiring him to make good such failure and remedy the same within such time as the Employer / Engineer may deem to be reasonable.

The Employer shall be entitled to terminate the Contract if the Contractor or any one of its constituents,

- a. Fails to comply with a notice under this clause.
- b. abandons or repudiates the Contract
- c. without reasonable excuse acceptable to the Engineer, fails to commence the Works in accordance with The Contract
- d. Sub-contracts the whole of the Works or assigns the Contract without approval of the Employer
- e. becomes bankrupt or insolvent or goes into liquidation except voluntary liquidation for the purpose of Amalgamation or reconstruction
- f. persistently disregards instructions of the Engineer or contravenes any provisions of the Contract, or
- g. fails to adhere to the agreed programme of work by margin of 10% of the stipulated period or 21 days, whichever is earlier, or fails to complete the Works or parts of the Works within the stipulated or extended period of completion, or is unlikely to complete the whole Work or part thereof within time because of poor record of progress; or
- h. fails to remove materials from the Site, or pull down and replace Work, after receiving notice from the Engineer to the effect that the said materials or Works have been condemned or rejected, or
- i. fails to take steps to employ competent and/or additional staff and labour, or
- j. fails to afford the Engineer or his Representative proper facilities for inspecting the Works or any part thereof, or
- k. indulges in corrupt or fraudulent practices as explained in Clause 5.9
- l. Violation/breach of the any terms and conditions of the agreement.

In any one of these events or circumstances, the Employer may upon giving 14 days' Termination notice to the Contractor,

Terminate the Contract and expel the Contractor from the Site.

If the Agency fails to provide the services within the period fixed for such services in the contract or as extended or at any time repudiates the contract before the expiry of such period, the employer may terminate the contract without prejudice to his other rights. The total amount of liquidated damages, however, not exceed the **limit of liquidated damages i.e.10 % of total Contract value**, after which contract will be deemed as cancelled & PBG will be encashed by the Employer.

The Employer's decision to terminate the contract shall not prejudice any other rights of the employer under the contract.

On Termination of contract due to Contractor's default, the performance Security shall be forfeited by encashing the Bank Guarantee and the balance work shall be got done independently without risk and cost of the failed contractor. The failed contractor shall be debarred from participating in the tender for executing the balance work.

#### **5.2.7 Upon Termination of this Agreement for any reason whatsoever**

Upon termination of this Agreement shall not release contractor to pay any sums then owing to the other party nor from the obligation to perform or discharge any liability that had been incurred prior thereto.

#### **5.3 Insolvency and Breach of Contract**

The Employer may at any time, issue notice in writing summarily terminate the contract without compensation to the Agency in any of the following events, that is to say –

- a. If the Agency being an individual or a firm - Any partner thereof, shall at any time, be adjudged insolvent or shall have a receiving order or order for administration of his estate made against him or shall take any proceeding for composition under any Insolvency Act for the time being in force or make any conveyance or assignment of his effects or enter into any assignment or composition with his creditors or suspend payment or if the firm be dissolved under the Partnership Act, or
- b. If the Agency being a company is wound up voluntarily or by the order of a Court or a Receiver, Liquidator, or Manager on behalf of the debenture holders is appointed, or circumstances shall have arisen which entitle the Court or Debenture holders to appoint a Receiver, Liquidator or Manager, or
- c. If the Agency commits any breach of the contract not herein specifically provided for
- d. Provided always that such determination shall not prejudice any right of action or remedy which shall have accrued or shall accrue thereafter to the Employer and provided also the Agency shall be liable to pay to the Employer any extra expenditure he is thereby put to and the Agency shall, under no circumstances, be entitled to any gain on re purchase.

#### **5.4 Obligations of the Agency**

- a. The Agency/Bidder shall undertake **“Leasing of Optical Fibers cable and Rack space at NMRC Network”** with due care and diligence in accordance with the Contract.
- b. Engagement of Staff and Labour- Except as otherwise stated in the Specification, the Agency shall ensure/ make arrangements for the engagement of all staff and labour, local or otherwise, and for their payment, transport, etc.

#### **5.5 Packaging**

The Agency shall be responsible for packing, transporting, receiving, storing and protecting all items and other things required for the Works.

#### **5.6 Obligations of employer**

NMRC agrees to provide support to the Agency and undertake to observe, comply with and perform, subject to and in accordance with the provisions of the Agreement and the Applicable Laws.

#### **5.7 Fraud and Corrupt Practices**

- a. The Bidders and their respective officers, employees, agents and advisers shall observe highest standard of ethics during Bidding Process and subsequent to issue of NOA and during subsistence of Contract Agreement. Notwithstanding anything to the contrary contained herein, or in the NOA or

the Contract Agreement, NMRC may reject a Bid, withdraw the NOA, or terminate the Contract Agreement, as the case may be, without being liable in any manner whatsoever to the Bidder or Agency, as the case may be, if it determines that the Bidder or Agency, as the case may be, has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the Bidding Process. In such an event, NMRC shall be entitled to forfeit & appropriate Bid Security or Security Deposit (interest free)/ Performance Bank Guarantee, as the case may be, as Damages, without prejudice to any other right or remedy available to NMRC under Bidding Documents and/ or Contract Agreement, or otherwise.

- b. Without prejudice to the rights of NMRC under Clause hereinabove and the rights and remedies which NMRC may have under the NOA or the Contract Agreement, or otherwise if a Bidder or Agency, as the case may be, is found by NMRC to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Bidding Process, or after the issue of the NOA or the execution of the Contract Agreement, such Bidder or Agency shall not be eligible to participate in any tender or RFP issued by NMRC during a period of 3 (three) years from the date such Bidder is found by NMRC to have engaged, directly or indirectly, in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.
- c. For the purposes of this Clause, the following terms shall have the meaning herein after respectively assigned to them:
  - i. "corrupt practice" means the offering, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the selection process or in contract execution;
  - ii. "fraudulent practice" means a misrepresentation or omission of facts in order to influence a selection process or the execution of a contract;
  - iii. "collusive practices" means a scheme or arrangement between the Agency, with or without the knowledge of the authority, designed to establish prices at artificial, non-competitive levels;
  - iv. "coercive practices" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of a contract
- d. Measures to be taken:

The employer shall have right to cancel the engagement of the Agency, if found to be indulged in corrupt, fraudulent, collusive or coercive practices either during the selection process or during the execution of the contract.

## **5.8 Settlement of Disputes**

### **5.10.1. Amicable Settlement**

The Parties agree that the avoidance or early resolution of disputes is crucial for a smooth execution of the Contract and the success of the Project. The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or its interpretation.

### **5.10.2. Conciliation**

In the event of any dispute, difference of opinion or dispute or claim arising out of or relating to this License Agreement or breach, termination, shall firstly be attempted to be settled by conciliator appointed/nominated by NMRC on receipt of such requests from either party. The conciliator shall make the settlement agreement. The settlement agreement shall be final and binding on the parties. The settlement agreement shall have the same status and effect of an Arbitration Award.

### **5.10.3. Arbitration:**

All disputes related to this agreement contract or claims arising out of or relating to this agreement or breach, termination or the invalidity thereof or any issue whether arising during the progress of services or after the completion or abandonment thereof or any matter directly or indirectly connected with this agreement shall be attempted to be settled by mutual discussion and consultation with parties here of in

event of any such disputes or any disrupts or claims are not settled in aforesaid manner, than the disputes claim shall be referred for arbitration.

The matter referred to arbitrators appointed by Managing director, NMRC on receipt of such request from either party. Matters to be arbitrated upon shall be referred to a sole arbitrator, if the total value of the claim is up to Rs.50 Lakhs and to a panel of 3 arbitrators for the claims of more than Rs.50 Lakhs. NMRC shall provide a panel of 3 arbitrators for the claim up to 50 Lakhs and a panel of 5 arbitrators for the claim of more than 50 Lakh which may also include NMRC officers. License shall have to choose the sole arbitrator from the panel of 3 and / or one arbitrator from the panel of 5 in case 3 arbitrators are to be appointed. NMRC shall also choose one arbitrator from this panel of 5 and 2 so chosen will choose the 3<sup>rd</sup> arbitrator from the panel only. As a presiding arbitrator the arbitrators shall be appointed within a period of 30 days from the date of receipt of written notice/demand of appointment of the arbitrator from either party.

The decision of sole arbitrator / panel of arbitrators shall be binding on all the parties. The cost of arbitration shall be borne by respective parties equally. The venue of such arbitration shall be Noida, UP. The parties agree to comply with the awards resulting from arbitration and waive their rights to any form of appeal insofar as such waiver can validly be made.

**5.10.4. Rules Governing Arbitration Proceedings:**

The arbitration proceedings shall be governed by Indian arbitration and conciliation act 1996, as amended from time to time including provisions in force at the time the references made.

**5.10.5. Jurisdiction of Courts:**

The Court at Gautam Budh Nagar, U.P. shall have the exclusive jurisdiction to try all dispute between the party arising out of this agreement.

**6. : Bid Offer/ BOQ(Format)**

To

Dy. General Manager/AFC-Tele  
 Noida Metro Rail Corporation (NMRC) Limited  
 Block-III, 3rd Floor, Ganga Shopping  
 Complex, Sector-29, Noida -201301  
 District GautamBudh Nagar, Uttar Pradesh

**THIS FORM IS NOT TO BE FILLED. THE BIDDERS ARE REQUIRED TO FILL THE FINANCIAL PROPOSAL IN XLS FORMAT AFTER DOWNLOADING THE FORM FROM THE E-PROCUREMENT WEBSITE FOR THIS TENDER DOCUMENT**

**Sub: Leasing of Optical Fibers cable and Rack space at NMRC Network**

Dear Sir,

I/we have read and examined the RFP document, general terms and conditions for the work.

I/we hereby quote the following Total price for work/services in rupees for **Leasing of OFC (Optical Fiber Cable) and Rack Space at NMRC Network** payable by NMRC.

**Price Schedule for Leasing of Optical Fibers cable and Rack space at NMRC Network**

Sl. No.	Item Description	Unit	Unit Rate Quoted by the Bidder (Excluding GST) (In INR)	Quoted GST% by bidder (In %)	Unit rate Including GST
			a	b	c=( a+ axb )
1	OFC Per Pair Per Km	Yearly			
2	Rack Space per Sq Meter	Yearly			

**Total Amount Including GST (In Words)**

**\*The bidder is required to fill only empty cells.**

\*The quoted rates shall be for NMRC destination at Noida Metro and as per requirement as per Annexure -1 of this RFP.

\* Licensing of OFC will be awarded for 10 years which shall be extended for another Five (05) Years on mutual terms and conditions.

Note:

1. **Bidders should quote the rates considering reserve price of optical fibre per pair per km per year and Rack space per km per location per year of this RFP and as per requirement mentioned in Annexure -9A of RFP. Rates may be escalate on yearly basis as per clause 2.5.12 of RFP.**
2. **The Bidders shall mention Quoted Rate In Figures for NMRC destination at Noida Metro**
3. The Amount Arrived at from Quoted Rate, per item along with all Miscellaneous Charges in the Commercial Bid, would be treated as complete in all respect. It will be deemed to include all incidental charges, supervision, transport, contractor's profit and establishment/overheads, all risks & insurance liabilities, compliance of labour laws and other obligations set out or implied in the contract.
4. **The total payment shall be inclusive of all taxes, Tender Requirements, Statutory Contributions etc.**
5. We have completely read and understood the Bid Document. The Financial Tender submitted is unconditional and fulfills all the requirements of the Tender Document.
6. Our Financial Proposal shall be binding upon us subject to the modifications resulting from contract negotiations, up to expiration of the validity period of the Proposal. We understand you are not bound to accept any Proposal you receive.
7. We agree that-
  - a. NMRC shall have right to cancel the tender at any point of time without any reason.
  - b. NMRC reserves the right to terminate/cancel the agreement (contract) at a notice of 30 days.
  - c. During Tenure/Notice Period we will continue to perform all of our obligations/duties within the scope of this contract.

In case of failure to adhere to above, NMRC shall reserve the right to encash the PBG

**Signature and Name of the Authorized Person**

**NAME OF THE BIDDER AND SEAL**

**Offered Optical Fibres In NMRC Network****Annexure-1**

S.No	Section Name	Approx. fibre Length in Km of 01 fibre	Dropping Available at
1	Sector 51- Depot	33.667 km	Dropping available at each station between Sec-51 and Depot CER
2	Sec 51 to Sector 50	1.430 km	NA
3	Sector 50 to Sector 76	1.177 km	NA
4	Sector 76 to Sector 101	1.450 km	NA
5	Sector 101 to Sector 81	1.290 km	NA
6	Sector 81 to NSEZ	2.20 km	NA
7	NSEZ to Sector 83	1.408 km	NA
8	Sector 83 to Sector 137	1.651 km	NA
9	Sector 137 to Sector 142	1.848 km	NA
10	Sector 142 to Sector 143	1.250 km	NA
11	Sector 143 to Sector 144	1.549 km	NA
12	Sector 144 to Sector 145	1.419 km	NA
13	Sector 145 to Sector 146	1.895 km	NA
14	Sector 146 to Sector 147	1.694 km	NA
15	Sector 147 to Sector 148	1.782 km	NA
16	Sector 148 to KP-2	3.189 km	NA
17	KP-2 to Pari Chowk	1.228 km	NA
18	Pari Chowk to Alpha-1	1.304 km	NA
19	Aplha-1 to Delta-1	1.721 km	NA
20	Delta-1 to GNIDA	1.440 km	NA
21	GNIDA to Depot Station	1.062 km	NA

- NOTE:** 1) It may be noted that Fibre length mentioned is tentative and actual length to be considered for leasing will be as per OTDR readings jointly checked at the time of handover of Fibre pair.
- 2) Wherever licensee uses the dropping facility in NMRC network, then the licensee has to lay its own OFC along with cable trays at its own cost.
- 3) Licensee may take space for placing its equipment as per availability and feasibility (Approx. Area in Sq. Meters) subject to Min. chargeable area of 1 sqm at each location as per Annexure 10.2.



**Letter comprising the Bid**  
(On Official letterhead of the Bidder)

No:

Dated:

To,

**Dy. General Manager (AFC-Tele)  
Noida Metro Rail Corporation Limited,  
Block-III, 3rd Floor, Ganga Shopping Complex,  
Sector-29, Noida 201301**

Sub: **Bid for Leasing of Optical Fibres Cable and Rack Space at NMRC Network.**

Dear Sir,

With reference to your RFP Document Number -----, I/we, having examined the Bidding Documents and understood their contents, hereby submit my/our Bid for License of Optical Fibre in NMRC network. The Bid is unconditional and unqualified.

1. I/ We acknowledge that NMRC shall be relying on the information provided in the Bid and the documents accompanying the Bid for selection of the Licensee for the aforesaid subject, and we certify that all information provided therein is true and correct; nothing has been omitted which renders such information misleading; and all documents accompanying the Bid are true copies of their respective originals.
2. This statement is made for the express purpose of our selection as Licensee for the aforesaid subject. I/ We shall make available to NMRC any additional information it may find necessary or require to supplement or authenticate the Bid.
3. I/ We acknowledge the right of NMRC to reject our Bid without assigning any reason or otherwise and hereby waive, to the fullest extent permitted by applicable law, our right to challenge the same on any account whatsoever.
4. I/ We declare that:
  - a) I/ We have examined and have no reservations to the Bidding Documents, including Addendum / Corrigendum, if any, issued by NMRC; and
  - b) I/ We do not have any conflict of interest in accordance with provisions of the RFP document; and
  - c) I/ We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as stipulated in the RFP document, in respect of any tender or request for proposal issued by or any agreement entered into with NMRC; and
  - d) I/ We hereby certify that we have taken steps to ensure that in conformity with the provisions of the RFP, no person acting for us or on our behalf has engaged or shall engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.
5. I/ We understand that NMRC may cancel the Bidding Process at any time and that NMRC is neither bound to accept any Bid that NMRC may receive nor to invite the Bidders to Bid for the above subject, without incurring any liability to the Bidders, in accordance with provisions of the RFP document.
6. I/ We acknowledge and undertake that I/We fulfil the Eligibility Criteria. I/We have enclosed necessary documents in support of the Eligibility Criteria in the manner prescribed

in RFP document.

7. I/ We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by NMRC in connection with the selection of the Bidder, or in connection with the Bidding Process itself, in respect of the above mentioned subject License and the terms and implementation thereof.
8. In the event of my/ our being declared as the Selected Bidder, I/we agree to enter into a License Agreement in accordance with the draft that has been provided to me/ us prior to the Bid Due Date. We agree not to seek any changes in the aforesaid draft and agree to abide by the same.
9. I/ We have studied all the Bidding Documents carefully and also surveyed the NMRC stations. We understand that except to the extent as expressly set-forth in the License Agreement, we shall have no claim, right or title arising out of any documents or information provided to us by NMRC or in respect of any matter arising out of or relating to the Bidding Process including the award of License.
10. I/ We offer Bid Security to NMRC in accordance with the RFP Document. The documents accompanying the Bid, as specified in RFP, have been submitted in a separate envelope.
11. I/ We agree and understand that the Bid is subject to the provisions of the Bidding Documents. In no case, I/we shall have any claim or right of whatsoever nature if the license as mentioned in above subject is not awarded to me/us or our Bid is not opened or rejected.
12. The Financial Offer has been quoted by me/us after taking into consideration all the terms and conditions stated in the RFP, Draft License Agreement (Annexure-10), addenda/corrigenda, our own estimates of costs and after a careful assessment of the site and all the conditions that may affect the project cost and implementation of the project.
13. I/ We agree and undertake to abide by all the terms and conditions of the RFP document.
14. I/We agree and undertake to be jointly and severally liable for all the obligations of the Licensee under the License Agreement for the License period in accordance with the Agreement.
15. I/ We shall keep this offer valid for 180 (one hundred and eighty) days from the Bid Due Date specified in the RFP.
16. I/ We hereby submit bid documents i.e. RFP documents and Draft License Agreement duly signed on each page as token of unconditional acceptance of all terms and conditions set out herewith.
17. I / We declare that the submitted RFP documents are same as available on <http://etender.up.nic.in>. I / We have not made any modification / corrections / additions etc. in the RFP Documents. I / We have checked that no page is missing and all pages are legible and indelible. I / We have properly bound the RFP Documents. In case at any stage, it is found that there is any difference in the downloaded RFP Documents from the original RFP Documents available at, NMRC shall have the absolute right to reject my/ our bid or terminate the license agreement after issue of Letter of Acceptance, without any prejudice to take any other action as specified for material breach of conditions of Bid/ License Agreement.

In witness thereof, I/we submit this Bid under and in accordance with the terms of the RFP document.

(Signature, name and designation of the Authorised signatory)  
Name and seal of Bidder

Place:

**Tender Acceptance Letter**

**(To be given on Company Letter Head)**

**Date:**

To,

**Dy. General Manager (AFC-Tele)  
Noida Metro Rail Corporation Limited,  
Block-III, 3rd Floor, Ganga Shopping Complex,  
Sector-29, Noida 201301**

**Sub: Acceptance of Terms & Conditions of Tender.**

Tender Reference No: \_\_\_\_\_

Name of Tender /RFP: \_\_\_\_\_

Dear Sir,

- 1) I / We here by confirm that, we have downloaded / read the complete set of tender documents /addendum/clarifications along with the set of enclosures hosted on e-tendering portal <http://etender.up.nic.in>.
- 2) I / We hereby certify that I / we have read the entire terms and conditions of the tender documents from Page No. \_\_\_\_\_ to \_\_\_\_\_ (including all documents like annexure(s), schedule(s), etc.), which form part of the contract agreement and I / we shall abide hereby by the terms / conditions / clauses contained therein.
- 3) The corrigendum(s) or addendum(s) issued from time to time by your department/ organisation too have also been taken into consideration, while submitting this acceptance letter.
- 4) I / We hereby unconditionally accept the tender conditions of abovementioned tender document(s) / corrigendum(s) in its totality / entirety.
- 5) I / We do hereby declare that our Firm has not been blacklisted/ debarred by any Govt. Department/Public sector undertaking as on date of Tender submission (i) NMRC/MOUD/Noida-Govt. has not banned business with us or (ii) Any Central/state Government department/PSU/Other Government entity or local body have not banned business with us which is applicable to all ministries (approved by the committee of economic secretaries, Ministry of Commerce).
- 6) I / We certify that all information furnished by our Firm is true & correct and in the event that the information is found to be incorrect/untrue or found violated, then your department/ organisation shall without giving any notice or reason therefore or summarily reject the bid or terminate the contract, without prejudice to any other rights or remedy.

Yours Faithfully,

(Signature of the Bidder, with Official Seal)



**Annexure-4(B)****UNDERTAKING FOR TENDER SECURITY DECLARATION**

We, \_\_\_\_\_ (Legal Name of Bidder) hereby confirm that we are submitting the tender \_\_\_\_\_ ( RFP for leasing of Optical Fibers Cable at NMRC Network ) floated by NMRC.

We do hereby undertake that in the following cases, we shall be debarred from participating in the re-tender of this work and also will be debarred from participating in any tender of NMRC for a period as specified in table below:

<b>S.No.</b>	<b>Case</b>	<b>Period of ban*</b>
1	a) If we resile or withdraw our Tender during the period of Tender evaluation before opening of Financial Package(in case of two package system); or	One Year
2	a) If we resile or withdraw our Tender during the period of Tender evaluation in case of single package system ; or b) If we do not accept the correction of our Tender price, during evaluation of Financial Proposal; or c) If ,having been notified of the acceptance of our Tender by NMRC during the period of Tender validity, we (i) Fail or reuse to furnish the unconditional acceptance of NOA within the time limit specified in Clause 2.4 of RFP and/or (ii) Fail or reuse to furnish the Performance Security in accordance with Clause 2.5.1.2 of RFP and/or (iii) Fail or reuse to enter into a Contract within the time limit specified in Clause 2.5.1.2 of RFP.	In all the cases  Two years

\*Period of ban shall be from the date of resiling/withdrawal of this tender or from date of issue of NOA, as the case may be.

**STAMP & SIGNATURE OF AUTHORISED SIGNATORY****Note:**

1. The undertaking shall be signed by authorised signatory of the bidder.
2. In case of JV/Consortium, above action of debarment shall be taken against each of the constituent members of JV/Consortium.

**Annexure-4C**

**Power of Attorney of  
Bidder (Duly Notarized)**

Know all men by these presents, We \_\_\_\_\_(name and address of the registered office) do hereby constitute, appoint & authorize Mr./Ms.

\_\_\_\_\_(name and residential address) who is presently employed with us and holding the position of \_\_\_\_\_as our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our Bid, including signing and submission of all documents and providing information / responses to NMRC, representing us in all matters before NMRC, and generally dealing with NMRC in all matters in connection with our Bid.

We hereby agree to ratify all acts, deeds and things lawfully done by our said attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid attorney shall and shall always be deemed to have been done by us.

For

\_\_\_\_\_

Accepted

(signature)

(Name, Title and Address) of the Attorney

**Note:-**

• *The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.*The board Resolution for the same is to be attached herewith.

*\*\* It should be on non-judicial stamp paper of Rs.100/- at least duly notarized with supported by copy of Board of Resolution passed for this purpose only in case of company.*

**Annexure 5  
DELETED**

**Annexure-6**

**Affidavit**  
**(Duly Notarized and to be submitted by every bidder)**

(To be given separately by each consortium member of the Bidder on Stamp Paper of Rs. 10)

I, ..... S/o ....., resident of .....the.....(insert designation) of the .....(insert name of the single bidder/consortium member if a consortium), do solemnly affirm and state as follows :

1.0. I say that I am the authorised signatory of .....(insert name of company) (hereinafter referred to as "Bidder and I am duly authorised by the Board of Directors of the Bidder/Consortium Member to swear and depose this Affidavit on behalf of the bidder/consortium member.

2.0. I say that I have submitted information with respect to our eligibility for Noida Metro Rail Corporation's (hereinafter referred to as "NMRC") Request For Proposal ('RFP') for licensing of \_\_\_\_\_ and I further state that all the said information submitted by us is accurate, true and correct and is based on our records available with us.

3.0. I say that, we hereby also authorise and request any bank, authority, person or firm to furnish any information, which may be requested by NMRC to verify our credentials/information provided by us under this Bid and as may be deemed necessary by NMRC.

4.0. I say that if any point of time including the License period, in case NMRC requests any further/additional information regarding our financial and/or technical capabilities, or any other relevant information, we shall promptly and immediately make available such information accurately and correctly to the satisfaction of NMRC.

5.0. I say that, we fully acknowledge and understand that furnishing of any false or misleading information by us in our RFP shall entitle us to be disqualified from the tendering process for the said project. The costs and risks for such disqualification shall be entirely borne by us.

6.0. I state that all the terms and conditions of the Request for Proposal (RFP) Document have been duly complied with.

DEPONENT



VERIFICATION:-

I, the above named deponent, do verify that the contents of paragraphs 1 to 6 of this affidavit are true and correct to my knowledge. No part of it is false and nothing material has been concealed.

Verified at ....., on this.....Day of.....,2024.

DEPONENT

**Annexure 7**

(On Non judicial stamp paper of Rs 100/-) - Duly notarised

**UNDERTAKING FOR NOT BEING BANNED FROM BUSINESS**

**(As per clause No. 4.1 (I) of Tender Document)**

***We do hereby undertake & confirm that NMRC/any other Metro Organisation (100% or any other % owned by govt.)/Ministry of Housing & Urban Affairs/Order of Ministry of Commerce, applicable for all Ministries have not banned/debarred business with us as on the date of tender submission.***

***Also any work executed by us either individually or as a member in a JV/Consortium, has not been rescinded/ terminated by NMRC or any other organization as mentioned above after award of contract to us during last 3 years (from the last day of the previous month of a tender submission) due to non –performance either on our own or as a member of JV/Consortium.***

In case at a later date the undertaking is found to be false or incorrect, NMRC shall have the right to cancel the allotment/license and forfeit all payments made by the licensee including the security deposit after adjustment of all dues payable by the licensee.

STAMP & SIGNATURE OF AUTHORISED SIGNATORY

---

Note :

1. The undertaking shall be signed by authorized signatory of the bidder.
2. In all cases where the Bidding Entities fulfils the eligibility criteria by way of & on account of submission of the financials of its group holding company and/or other group subsidiary company controlled by the same holding, the above undertaking shall be executed by such holding as well as group subsidiary company.

**Annexure-8A**

**Declaration Form**

- 1. Customer Name : \_\_\_\_\_
- 2. Address : \_\_\_\_\_
- 3. Services provided : \_\_\_\_\_
- 4. Contact Person with details
  - Name : \_\_\_\_\_
  - Telephone number : \_\_\_\_\_
  - Email Address : \_\_\_\_\_

5. Customer Category with Details:

Customer Type	Yes	No
Telemarketer		
Other Service provider		
Access Service provider/Infrastructure service provide		

In case of OSP / Telemarketer, please fill the below details:

- a. License Type : \_\_\_\_\_
- b. License Number / Registration ID : \_\_\_\_\_
- c. Validity till (for OSP only) : \_\_\_\_\_
- d. Date of issue : \_\_\_\_\_

e. Network Diagram detailing the Connectivity attached. : 

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f. Bidder may submit, separately, the details of dropping of fibre at the desired stations of a Section/Schedule in which bidder is quoting its bid. However, dropping shall be allowed as per feasibility.

In case of ASP/Infrastructure service provider details of valid registration /License to be attached.

*All fields are required to be filled mandatorily*

Other Service Provider' (OSP) means a company providing Application Services. Applications Services' means providing services like Tele-banking, Tele-medicine, Tele-education, Tele-trading, e-commerce, call centre( Domestic & International)BPO/KPO, network operation centre Vehicle Tracking System, e-commerce, Long Range Alarm System, Bill Payment Terminal and other IT Enabled Services, by using Telecom Resources provided by Authorized Telecom Service Providers".

'Telemarketing' - Transmission of any message through telecommunication services for the purpose of soliciting or promoting any commercial transaction in relation to goods, investment or services. A 'Telemarketer' - Person/ legal entity engaged in the activity of telemarketing.

We declare that the above information provided by us is correct and NMRC shall not be held responsible against any liabilities incurred such as losses costs and expenses and our failure to comply with existing telecom regulations and laws.

(Signature Witness)

Name \_\_\_\_\_

Date: \_\_\_\_\_

(Signature Customer)

Name: \_\_\_\_\_

Stamp

**Annexure 8B**

**Certificate of Statutory Auditor with regard to Eligibility of the Bidder**  
**(On the Letterhead of the Statutory Auditors)**

We have verified the relevant statutory and other records of M/s .....(Name of bidder), and certify that the cumulative turnover of M/s .....( Name of the Applicant) from the all business in the last 3 (three) years completed financial years is Rs. ....

Year wise details of Average Annual Turnover from all business are as under:

Name of Bidder	Turn Over		
	2020-21	2021-22	2022-23
<b>Total</b>			

**Name & address of applicant's Bankers**

**Signature and seal of the Statutory**

**Auditors clearly indicating his/her membership numbers**

**UDIN :**

**Note: (i) Turnover as brought out in the audited annual financial result annual financial result is to be indicated in the above table and certified by the statutory auditor of the applicants.**

**Annexure – 8C**

**(Undertaking as per Clause 4 of Eligibility criteria of RFP)**

(To be submitted by bidder)

1.0 We, \_\_\_\_\_, (name of the bidder) hereby undertake that we have following lease / license / concession agreement of NMRC property (ies) (as on the last date of submission of this tender).

S. No.	Lease/Contract Agreement No.	Date of Start	Date of Completion	Due date of Payment of last pending invoice	Remarks

2.0 It is certified that as on last date of submission of this tender, no dues are pending on our account against invoices raised by NMRC

3.0 Note: In case the bidder is not an existing lessee/licensee/concessionaire of NMRC, they may write “Not applicable/NIL” in this Annexure.

Stamp and Signature of Authorized signatory of Bidder

**Annexure – 8D**

**(Undertaking as per Clause 4 of Eligibility criteria of RFP)**

(To be submitted by bidder )

We, \_\_\_\_\_, (name of the bidder) hereby undertake that we have following lease / license / concession agreement of NMRC property (ies) (as on the last date of submission of this tender).

S.No.	Lease/Contract Agreement No.	Date of Start	Date of Completion	Date of taking over of leased / licensed space / premises	Date of handing over (vacate) of leased / licensed space / premises	If provision of moratorium period, the date of end of moratorium period	Date on which Escrow account opened & Account No.	Remarks

- a. There is no outstanding delay in vacation of the leased/ licensed space/ premises within the grace period (if provided) after completion of the tenure of the lease/pre-mature terminated/ surrender.
- b. There is no outstanding delay, on our account, is taking over the space/ premises leased/ licensed to us.
- c. There is no outstanding issue of encroachment on the common areas/ circulating areas or any other space which is not leased/ licensed to us.
- d. We have opened the Escrow account for the license/lease agreement(s) of NMRC in which there is a provision of opening of escrow account.
- e. We are ensuring that sub-lessees are making all the payments whatsoever through escrow account and remits all NMRC dues through said Escrow account, if Escrow account is opened.

**Note:** In case the bidder is not an existing lessee/licensee/concessionaire of NMRC, they may write "Not Applicable/Nil" in this Annexure.

\*Strike over which is not applicable.

**Stamp and Signature of Authorized signatory of Bidder**





(On Rs. 100/- stamp paper duly notarized.)

**Undertaking for Responsibility (For Bidder)**

\_\_\_\_\_ as a bidder for and on behalf of \_\_\_\_\_, (complete name with address) jointly & severely undertake the responsibility in regards to the license agreement with NMRC in respect of Licensing of Spare optical fibres and rack space of NMRC network:

1. That, I/we solely undertake that I/we \_\_\_\_\_ (Name of the bidder) shall conduct all transaction/ correspondence and any other activity in connection with License agreement pertaining to Licensing of Spare optical fibres and rack space of NMRC network .
2. That, I/we are solely or severely responsible for all commitments/liabilities/dues etc. to NMRC Ltd. in respect of this allotment of **Licensing of Spare optical fibres and rack space of NMRC network.**

(Bidders to sign on undertaking)

\_\_\_\_\_

**Annexure -9 A****Details regarding Fibre Pair requirement**

Name of the Bidder :

S.No	Metro Network (Line)	Section Name	Approx. fibre Length in Km of 01 fibre pair	Dropping required at (Please refer annexure-1)	No. of fibre pairs Required	Total Length of fibres required in each section
	<b>A</b>	<b>B</b>	<b>C</b>	<b>D</b>	<b>E</b>	<b>F= E*C</b>
<b>1</b>	<b>Aqua Line (N-GN)</b>	Sector 51- Depot	33.667 km			
<b>2</b>		Sec 51 to Sector 50	1.430 km			
<b>3</b>		Sector 50 to Sector 76	1.177 km			
<b>4</b>		Sector 76 to Sector 101	1.450 km			
<b>5</b>		Sector 101 to Sector 81	1.290 km			
<b>6</b>		Sector 81 to NSEZ	2.20 km			
<b>7</b>		NSEZ to Sector 83	1.408 km			
<b>8</b>		Sector 83 to Sector 137	1.651 km			
<b>9</b>		Sector 137 to Sector 142	1.848 km			
<b>10</b>		Sector 142 to Sector 143	1.250 km			

11		Sector 143 to Sector 144	1.549 km			
12		Sector 144 to Sector 145	1.419 km			
13		Sector 145 to Sector 146	1.895 km			
14		Sector 146 to Sector 147	1.694 km			
15		Sector 147 to Sector 148	1.782 km			
16		Sector 148 to KP-2	3.189 km			
17		KP-2 to Pari Chowk	1.228 km			
18		Pari Chowk to Alpha-1	1.304 km			
19		Aplha-1 to Delta-1	1.721 km			
20		Delta-1 to GNIDA	1.440 km			
21		GNIDA to Depot Station	1.062 km			
22		Depot Station to Depot TER/BCC	1.363 km			

**Signature, Name, Designation & Seal of the Bidder**

**Date:**

**Place:**

**Note:**

1) It may be noted that Fibre lengths mentioned are tentative and actual length to be considered for leasing will be as per OTDR readings jointly checked at the time of handover of Fibre pairs.

**Annexure-9(B)**

No. ....

Dt. \_\_\_/\_\_\_/\_\_\_

**Undertaking regarding payments through RTGS/NEFT/ECS mode**

The license agreement between Mr./Mrs./Miss/M/s. \_\_\_\_\_ (name of the Licensee/ company/ party) and NMRC Ltd. executed on Dt. \_\_\_\_\_.

Lease out No. and Customer ID \_\_\_\_\_ (as mentioned in invoice).

I/We \_\_\_\_\_ (name of the Licensee/ company/ party) have been made to understand that payments of contract shall be acceptable to M/s NMRC Ltd. in the form of Bank Draft/ Pay order/ Demand draft only and in case, I/we \_\_\_\_\_ intend to make payments through RTGS/NEFT/ECS procedures the same shall require prior approval of NMRC as per the terms and conditions detailed as under:

1. RTGS/NEFT/ECS mode of payments shall require prior approval of NMRC for which Licensee/ party/company must take consent from the NMRC Ltd. in the standard format attached at Annexure-9D.
2. Once NMRC has given their approval, the party must intimate every time before submission of any payment through RTGS/ NEFT/ ECS at least seven (7) days prior to due date for making payment in prescribed format attached at Annexure-9C. NMRC shall give their consent within two working days within the receipt of aforesaid intimation for submission of request as per Annexure-9D.
3. In case of any delay in receipt of aforesaid intimation mentioned at Pt. No. 2, NMRC reserve the right for refusal to accept payments through RTGS/ NEFT/ RTGS mode of payments.
4. In event of Licensee/ party/ company's non-compliances to the aforesaid requirements. NMRC shall take action as under:
  - a.) In the absence of any details from Licensee/ party/ company for consideration of NMRC amount received from the party shall not be accounted for and party shall continue pay interest/ penalty on the outstanding as per the provision of contract.
  - b.) In case of receipt of payment with incomplete details payment received shall be adjusted /allocated in the following order:
    - i) All the statutory dues/ Taxes shall be adjusted first.
    - ii) All payments made by NMRC on behalf of Licensee/ party/ company such as water/ electricity/ maintenance charges/ annual maintenance charges etc. shall be adjusted after the adjustment statutory dues/ Taxes as mentioned in Pt. No. 4.b.i above.
    - iii) All previous outstanding dues existing on date of receipt of payment including interest/ penalty imposed.
    - iv) Sum remaining after adjustments as per items No. (i) to (iii) above shall be adjusted against lease rent/ space rent/ license fee as per the terms of contract.
    - v) In case amount received is even shorter than statutory dues, the Licensee shall be liable to pay all the penalties as declared/ decided by the statutory bodies or as applicable under the provisions of law. In addition to this, Licensee/ party/ company shall also attract penalties as per the provisions of license agreements. Repeated violations of aforesaid instructions shall be treated as non performance/ breach of agreement and under the provisions of license agreement may attract maximum penalty of termination of license agreement.

I/We \_\_\_\_\_(name of the Licensee /company/ party) hereby agree to the abovementioned procedure / terms and conditions related to submission of payments through RTGS/NEFT/ECS mode.

Name and designation of authorized

Date: \_\_\_/\_\_\_/\_\_\_\_\_

representative of client / Licensee/ company

**Annexure-9(C)**

**FORMAT FOR INTIMATION FOR DEPOSITION OF PAYMENTS VIA RTGS/NEFT/ECS IN CONTRACTS**

1. Name and address of client / Licensee \_\_\_\_\_
2. CustomerID \_\_\_\_\_
3. Lease out No \_\_\_\_\_
4. Invoice No. and Date \_\_\_\_\_
5. Period of Invoice \_\_\_\_\_
6. Head/item wise details of payment to be submitted as described in the invoice

Item No.	Description/Head details	Period	Amount

--	--	--	--

Gross amount to be deposit			
Less statutory deductions such as TDS,GST etc.			
Net amount to be deposit			

7. TDS registration No. of client/Licensee \_\_\_\_\_
8. GST registration No. of client /Licensee \_\_\_\_\_

Note: NMRC's authorized bank name and account No. to which payments to be made  
 1) State Bank of India (04077) – Sector 18, Noida Gautam Budh Nagar, Uttar Pradesh -201301,  
 IFSC Code: SBIN0004077, **A/c No. 37707840592, Noida Metro Rail Corporation Ltd.**

Name and designation of authorized representative of client/ Licensee/ company

All clients/ Licensees are directed to give complete compliance to this and ensure to deposit the details at least seven days before of due date of making payments as mentioned in invoice for approval of NMRC.

**Annexure-9(D)**

**FORMAT FOR APPROVAL FOR SUBMISSION OF PAYMENTS VIA RTGS/NEFT/ECS IN CONTRACTS**

To,

O/o- DGM/AFC-Tele (NMRC)  
**Noida Metro Rail Corporation Limited,  
Block-III, 3rd Floor, Ganga Shopping Complex,  
Sector-29, Noida 201301**

Sub: Request for approval for submission of payments via RTGS/ NEFT/ ECS in our contract with NMRC.

Ref: 1.) The license agreement between Mr./Mrs./Miss/M/s. \_\_\_\_\_ (name of the Licensee /company / party) and NMRC Ltd. executed on Dt. \_\_\_\_\_.  
2.) Lease out No. and Customer ID \_\_\_\_\_ (as mentioned in invoice).

Sir,

- 1.) With reference to above mentioned subject matter, it is requested that kindly allow us to avail the RTGS/NEFT/ECS mode of payment for deposition of payments against aforementioned license agreement.
- 2.) That, I/we \_\_\_\_\_ (Name of Licensee/ authorized representative of company/ party/ Licensee) have understood the terms and conditions related to deposition of payments via RTGS/ NEFT/ ECS mode.
- 3.) That, I/we also voluntarily agree to submit the format for intimation for deposition of payments via RTGS/NEFT/ECS in contracts seven (7) days before due date as mentioned in invoice or last date for submission of payments as per the terms and conditions of license agreement every time for approval of NMRC Ltd for making payments via RTGS/NEFT/ECS mode.
- 4.) After making payments, I/we shall also undertake to submit the details with payment confirmation before due date.
- 5.) I/we also understand that in case of non-compliances, it shall be considered as breach of agreement and action shall be taken as per the terms and conditions of license agreement.

Thanking you

Name and designation  
of authorized representative  
of client / Licensee / company  
To be filled by NMRC Officials

On the request for the \_\_\_\_\_ (name of Licensee/ party/ company), they are allowed to deposit the payment via RTGS/ NEFT/ ECS mode in NMRC's authorized bank name and account No. to which payments to be made – State Bank of India (04077) – Sector 18, Noida Gautam Budh Nagar, Uttar Pradesh -201301, IFS Code: SBIN0004077, **A/c No. 37707840592, Noida Metro Rail Corporation Ltd.** subject to submission of format for intimation for deposition of payment via RTGS/NEFT/ECS in PD contracts every time seven (7) before due date for approval of NMRC Ltd and submission of confirmation of deposition of payments before the due date.

Dated: \_\_\_\_/\_\_\_\_/\_\_\_\_

Signature of NMRC Officials

**Annexure-9 E**

**Undertaking for downloading of Tender Document**

We here by confirm that, we have downloaded / read the complete set of tender documents /addendum/clarifications along with the set of enclosures hosted on e-tendering portal <http://etender.up.nic.in>. We confirm that we have gone through the Tender Documents, addendums and clarifications for this work placed up to the date of opening of bids on the e-tendering portal <http://etender.up.nic.in>. We confirm our unconditional acceptance for the same and have considered for these in the submission of our financial bid. We/I hereby give our acceptance to all the terms and conditions of the Tender Document as well as the draft licensee agreement.

Company Name \_\_\_\_\_

Name \_\_\_\_\_

Signature \_\_\_\_\_ Date: \_\_\_\_\_

Postal Address \_\_\_\_\_

E-Mail ID \_\_\_\_\_

Phone \_\_\_\_\_ FAX \_\_\_\_\_

Company Seal:

**Annexure-9 F**

**Undertaking for corrupt and fraudulent practice**  
(Ref. Clause 3.7)

It is confirmed that we or any of our associates have not been engaged in any fraudulent and corrupt practice and that no agent, middleman or any intermediary has been, or will be, engaged to provide any services, or any other items of work related to the award or any payment which may be construed as an agency commission has been, or will be, paid and that the tender price will not include any such amount.

Stamp & Signature of Bidder



**Annexure-9 G**

**COPYRIGHT UNDERTAKING**

Date .....

To:  
**Dy. General Manager (AFC-Tele)**  
**Noida Metro Rail Corporation Limited**  
**Block-III, 3rd Floor, Ganga Shopping Complex,**  
**Sector-29, Noida 201301**

**LETTER OF UNDERTAKING**

**Contract:** .....

We, (name of bidder/ joint venture) hereby undertake that the tender and the tender documents purchased as a necessary part of our preparation of this tender shall be used solely for the preparation of the tender and that if the tender is successful, shall be used solely for S&T works.

We further undertake that the aforesaid tender drawings and documents prepared by Noida Metro Rail Corporation Ltd. shall not be used in whole, in part or in any altered form on any other project, scheme, design or proposal that the joint venture, the joint venture parent companies or sub-contractors of the joint venture are, or will be involved with either in India or any other country.

Signed.....  
For and on behalf of

Stamp &Signature of Bidder

**Annexure-9 H**

**Undertaking for disclosure of information under RTI Act**

We are aware that Noida Metro Rail Corporation Ltd is required to furnish information to applicants under Right to Information (R.T.I) Act which may include information pertaining to us. We do hereby give our unconditional consent to NMRC for providing the information/records to the applicants as 'third party' information under R.T.I Act except for the following matters:

- 1.
- 2.
- 3.

Stamp &Signature of Bidder

**Annexure -9 I****Additional Fibre pair requirement**

<b>S.No</b>	<b>Metro Network (Line)</b>	<b>Section</b>	<b>Approx. fibre Length in Km of 01 fibre pair</b>	<b>No. of fibre pairs Required in addition to that quoted at Annexure 9A/BOQ</b>
<b>(A)</b>	<b>(B)</b>	<b>(C)</b>	<b>(C)</b>	<b>(D)</b>
<b>1</b>	<b>Aqua Line (N-GN)</b>	Sector 51- Depot	33.667 km	
<b>2</b>		Sec 51 to Sector 50	1.430 km	
<b>3</b>		Sector 50 to Sector 76	1.177 km	
<b>4</b>		Sector 76 to Sector 101	1.450 km	
<b>5</b>		Sector 101 to Sector 81	1.290 km	
<b>6</b>		Sector 81 to NSEZ	2.20 km	
<b>7</b>		NSEZ to Sector 83	1.408 km	
<b>8</b>		Sector 83 to Sector 137	1.651 km	
<b>9</b>		Sector 137 to Sector 142	1.848 km	
<b>10</b>		Sector 142 to Sector 143	1.250 km	
<b>11</b>		Sector 143 to Sector 144	1.549 km	
<b>12</b>		Sector 144 to Sector 145	1.419 km	
<b>13</b>		Sector 145 to Sector 146	1.895 km	

<b>14</b>		Sector 146 to Sector 147	1.694 km	
<b>15</b>		Sector 147 to Sector 148	1.782 km	
<b>16</b>		Sector 148 to KP-2	3.189 km	
<b>17</b>		KP-2 to Pari Chowk	1.228 km	
<b>18</b>		Pari Chowk to Alpha-1	1.304 km	
<b>19</b>		Aplha-1 to Delta-1	1.721 km	
<b>20</b>		Delta-1 to GNIDA	1.440 km	
<b>21</b>		GNIDA to Depot Station	1.062 km	
<b>22</b>		Depot Station to TER/BCC	1.363 km	

**Signature, Name, Designation & Seal of the Bidder**

**Date:**

**Place:**

**Note:** 1) If there is a discrepancy between words and figures, the amount in words shall prevail.

2) It may be noted that Fibre lengths mentioned are tentative and actual length to be considered for leasing will be as per OTDR readings jointly checked at the time of handover of Fibre pairs.

**Annexure -10**

**Draft License Agreement**

**(License Agreement No. )**

THIS AGREEMENT entered into at Noida on this/the \_\_\_\_\_ day of .....’ 2024, between Noida Metro Rail Corporation Limited (NMRC) incorporated under the companies act, 2013 having its registered office at Block-III, 3<sup>rd</sup> Floor, Ganga Shopping Complex, Sector-29, Noida 201301 hereinafter referred to as the ‘Licensor’ or NMRC (which expression shall unless repugnant to the context or, meaning thereof and include it’s successors and assigns) of the **First Party**

AND

M/s -----, a Company incorporated under the provisions of Companies Act,1956/2013 and having its Registered office at -----, hereinafter referred to as the ‘Licensee’ through it’s duly authorized signatory Sh..... (which expression shall unless repugnant to the context or meaning thereof include the successors and assigns) of the **Second Party**

WHEREAS

- a) NMRC is engaged in the business of constructing, operating & maintaining Mass Rapid Transport Network. Noida Metro Rail Corporation is registered as Infrastructure provider category– I (IP-1) with department of Telecommunication, Ministry of Communication, Govt. of India vide license Regd. \_\_\_\_\_ to establish and maintain the assets such as spare fibres, Duct space & Tower for the purpose of grant on license basis to the licensee for the telecom services.
- b) NMRC, with a view to augment its revenues through non-operating revenue, had invited bids through Open E-tender from the eligible parties for Leasing of Optical fibres cable and Rack Space at NMRC Network as detailed in Annexure 1 of RFP. Pursuant to evaluation of the bids received and based on fulfilment of eligibility criteria as laid down in RFP/Bid document, M/s..... herein after called as the Licensee has been selected as successful bidder/Licensee for allotment of the optical fibre pair as detailed at Annexure-10.1 and Licensing of space as per annexure 10.2. on as is where is basis. The licensed fibre pair and space shall be used and utilised by the licensee as per terms and conditions of draft license agreement.  
M/s .....has been issued a Notice of Award(NOA) bearing No. .... dated ....., requiring inter alia, the execution of this License Agreement, within 45 days from date of receipt of full NOA payment.
- c) Based on Terms and Conditions of RFP and after due inspection and verification of the location of optical fibres and Said Premises/space and understanding all the Terms and Conditions of this Agreement and other documents relating to the competency and all other relevant records, the Licensee is satisfied in all respects with regards to the right and authority of the Licensor to enter into this Agreement.
- d) The selected bidder shall perform the obligations and exercise the rights under the Notice of Award (NOA), including the obligations to enter into the License Agreement, pursuant to the NOA for undertaking the License.

- e) NMRC has agreed to provide Licensing of spare optical fibre(s) detailed at Annexure-10.1, hereinafter referred to as 'optical fibre', to the LICENSEE, on payment of License Fee and other charges to NMRC plus all taxes like GST etc for undertaking the permitted activity as per the terms and conditions hereunder contained in this License Agreement.
- f) The Licensee shall design, procure, manufacture, fabricate, install, commission, manage, operate and maintain the premises as specified in this Agreement at its own cost. All the locations and designs proposed by the Licensee are subject to approval by NMRC with regard to operational feasibility, aesthetics, and safety & security concerns. The licensee has represented that it has obtained requisite permissions and authority as per applicable law to undertake the permitted activity at the licensed premises.

**NOW THEREFORE THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:**

- A. The following documents shall be deemed to form an integral part and be read and construed as part of this agreement, namely:
  - I. Notice of Award dated.....
  - II. Request for Proposal (RFP) including draft license agreement, its Addendums & Corrigendum
  - III. Any other document issued by / of NMRC forming part of the Bidding Process
- B. The Licensee hereby covenants as follows: -
  - I. Licensee hereby assumes full responsibility to undertake the license for leasing of optical fibres detailed at Annexure-10.1 and operate the same as per terms and conditions of License Agreement.
  - II. The Licensee shall design, procure, manufacture, fabricate, install, commission, manage, operate and maintain the premises as specified in this Agreement at its own cost. All the locations and designs proposed by the Licensee are subject to approval by NMRC with regard to operational feasibility, aesthetics and safety & security concerns.
  - III. Licensee irrevocably agrees to make all payments including License Fee as per this Agreement as and when due, without delay or demur and without waiting for any formal advice from NMRC in this regard.
  - IV. The Licensee confirms having examined the potential locations at Selected Metro Stations in detail and fully understands and comprehends the technical requirements for utilisation of optical fibres. The Licensee also confirms full satisfaction as to the business viability of leasing of optical fibres and premises/space at the selected Metro Stations and hereby voluntarily and unequivocally agrees not to seek any claim, damages, compensation or any other consideration, whatsoever on this account. Licensee also confirms having made independent assessment of present and future market potential and no future claim what so ever regarding change in market circumstances shall be used by it as an alibi or excuse for non-payment of License Fee and other amounts due to NMRC under this License Agreement.
  - V. Licensee shall also adhere to-
    - a) Procedure of NMRC regarding release of electric supply and specification of

- materials to be used for use of electric supply.
- b) Fire retardant Material for renovation/ refurbish of premises as per Specification at Annexure-10.5

VI. That NMRC and LICENSEE represent and warrant that they are empowered, authorized and able to enter into this agreement.

In Witness whereof the parties hereto have caused this agreement to be signed in their respective hands as of the day and year first before written.

.....-.....-2024

.....-.....-2024

(.....)

(.....)

FOR AND ON BEHALF OF NOIDA METRO RAIL CORPORATION LIMITE

FOR AND ON BEHALF OF LICENSEE

In Witness WHEREOF the LICENSEE and the NMRC have set their hands hereunto on the day, month and year first written above in the presence of the following witnesses:

-----  
LICENSEE

-----  
NMRC

**Annexure-10.1**

**Details of Optical Fibres Licensed/allotted**

Sr. No	Section Name	Line	Total number of fibre pairs allotted	Approximate length of fibre pair of the Section (Km)which is licensed (Km)	Total route km of fibre pairs allotted & licensed (in Km)	Dropping Required at

- NOTE:** 1) It may be noted that Fibre length mentioned is tentative and actual length to be considered for leasing will be as per OTDR readings jointly checked at the time of handover of Fibre pair.  
 2) The licensee has to lay its own OFC along with cable trays at its own cost.



**Details F FIRE of Rack Space (Licensed for equipment)**

Sr. No.	Station Name	Approx. Area in Sq. Meters subject to Min. chargeable area of 1 sqm at each location



**Annexure-10.4**

**Format of Bank Guarantee**

(The Bank Guarantee shall either be from State Bank of India or any other Nationalized Bank or other Scheduled Commercial Banks from/payable at \_\_\_\_\_, (Noida) only on non judicial stamp paper of appropriate value)

BANK GUARANTEE NO. \_\_\_\_\_ dated \_\_\_\_\_

This Deed of Guarantee executed at \_\_\_\_\_ by \_\_\_\_\_ (Name of Bank) having its Head / Registered office at \_\_\_\_\_ (hereinafter referred to as "the Guarantor") which expression shall unless it be repugnant to the subject or context thereof include its successors and assigns;

In favour of

The Noida Metro Rail Corporation Limited (hereinafter called "NMRC"), having its office at **Noida Metro Rail Corporation Limited Block-III, 3rd Floor, Ganga Shopping Complex, Sector-29, Noida 201301**, which expression shall unless it be repugnant to the subject or context thereof include its successors and assigns;

**WHEREAS: -**

1. NMRC, with a view to augment its earnings through non-operating revenue, has leased Optical fibers at \_\_\_\_\_ Metro Stations to M/s \_\_\_\_\_ (hereinafter called "Licensee").
2. NMRC has agreed to provide to the Licensee optical fibres "as is where is basis" in accordance to NOA No. \_\_\_\_\_ dated \_\_\_\_\_.
3. Therein after referred to lease optical fibres on payment of License Fee to NMRC on the terms and conditions hereunder contained in this License Agreement.
4. This License is for a period of \_\_\_\_\_ years from the date of commencement of License period, unless otherwise terminated/surrendered earlier or extended further.
5. The offer submitted by M/s \_\_\_\_\_ having their registered office at \_\_\_\_\_ has been accepted by NMRC vide NOA No. \_\_\_\_\_ dated \_\_\_\_\_.
6. As per the terms of the above mentioned NOA, the Licensee has been selected for leasing optical fibres for the duration of the License.
7. The Licensee is also required to make payments of License Fees & other dues as per contractual obligations and applicable taxes to NMRC.
8. The Licensee is required to also bear and pay all expenses, costs and charges incurred in the fulfilment of all its obligations under the License Agreement.
9. The Licensee is required to furnish an unconditional irrevocable Bank Guarantee for an amount of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) as a part of security deposit which is equivalent to the Annual license fee for \_\_\_\_\_ Metro Station, as security for the performance and fulfilment of all its responsibilities and
10. obligations as per the LICENSE Agreement. The Licensee has requested the Guarantor to issue the said Bank Guarantee in favour of NMRC.

11. Now, therefore at the request of the Licensee, the Guarantor has agreed to execute this Guarantee in favour of NMRC for the due payment of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only).

**NOW, THEREFORE, THIS BANK GUARANTEE WITNESSETH AS FOLLOWS:-**

1. The Guarantor, as primary obligor shall, without demur, reservation, contest, recourse or protest and/or without reference to Licensee, pay to NMRC an amount not exceeding Rs. \_\_\_\_\_(Rupees \_\_\_\_\_ only), on the same working day of receipt of a written demand from NMRC, calling upon the Guarantor to pay the said amount.  
For the purpose of this clause, any letter making demand on the Bank by NMRC dispatched by Registered Post with Ack. Due or by any Electronic means addressed to the above mentioned address of the Bank shall be deemed to be the claim/demand in writing referred to above irrespective of the fact as to whether and when the said letter reached the Bank, as also any letter containing the said demand or claim is lodged with the Bank personally.
2. The Guarantor agrees that NMRC shall be the sole judge to decide as to whether the Licensee has defaulted in the performance of its obligations as per the License Agreement, and the decision of NMRC in this regard shall be final and binding on the Guarantor, notwithstanding any differences in this regard between NMRC and the Licensee or any dispute pending before any Court, Tribunal, Arbitrator or any other Authority. The scheduled commercial Bank issuing the above Bank Guarantee confirms that it is on the SFMS (structured financial messaging system) platform, and it will invariably send a separate advise of the BG to the designated bank of NMRC, through SFMS .
3. Any such demand made on the Guarantor by NMRC shall be conclusive, absolute, final and binding on the Guarantor, and the amount due and payable by the Guarantor under this Guarantee will be honored by the Guarantor, simply on demand, without demur, reservation, contest, protest, recourse whatsoever and without need for ascribing any reason to the demand. The liability of the Guarantor under this guarantee is absolute and unequivocal. The above payment shall be made without any reference to the Licensee or any other person.
4. This Guarantee shall be irrevocable, valid and remain in full force until .....(period of expiry) or till the end of 6(Six) month after completion of the License Period, or for such extended period as may be desired by NMRC, and as conveyed by NMRC to Bank.
5. In such case of renewal, the Guarantor shall renew the Bank Guarantee, sixty days prior to the expiry of validity of the Bank Guarantee and the process for extension of the Guarantee would be repeated till period of License Agreement is exhausted.  
Failure to extend the validity of Bank Guarantee at least sixty days prior to the expiry date of Bank Guarantee would lead to encashment of this Bank Guarantee as per the concept of extend or pay.
6. For last year of License period, the Licensee shall submit the Bank Guarantee valid for remaining License period plus six months and shall renew it, if required, till the final settlement of all accounts failing which the Bank Guarantee of the Licensee shall be invoked and encashed by NMRC without any prior notice to the Licensee,
7. This Guarantee shall continue to be enforceable till all amounts under this Guarantee are paid. The said Guarantee shall be released by NMRC after the expiry of the License Period subject to fulfillment of all handover requirements by the Licensee, to the satisfaction of NMRC and further subject to adjustment for all damages suffered by NMRC.
8. This Guarantee is unconditional and irrevocable during the currency of BG till such time NMRC discharges this Guarantee by issuing a letter to the Guarantor in this behalf.
9. The Guarantor undertakes to pay the amount mentioned herein as Principal debtor and not a surety and it shall not be necessary for NMRC to proceed against the Licensee before proceeding against the Guarantor, notwithstanding the fact that NMRC may have obtained or obtains from the Licensee, any other security which at the time when proceedings are taken against the Guarantor hereunder, is outstanding and unrealized.

10. The obligations of the Guarantor shall not be affected by any variations in the terms and conditions of the License Agreement or other documents or by extension of time of performance of any obligations granted to the Licensee or postponement / non-exercise / delayed exercise of any of its rights by NMRC against the Licensee or any indulgence shown by NMRC to the Licensee, and, the Guarantor shall not be relieved from its obligations under this Bank Guarantee on account of any such variation, extension, postponement, non-exercise, delayed exercise or omission on the part of NMRC or any indulgence by NMRC to the Licensee to give such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving the Guarantor.
11. The Guarantee shall not be affected by any change in the constitution or winding up of the Licensee/the Guarantor or any absorption, merger or amalgamation of the Licensee / the Guarantor with any other person.
12. The Bank agrees that NMRC at its option shall be entitled to enforce this guarantee during its currency against the Bank as a Principal Debtor in the first instance without proceeding against the Licensee and notwithstanding any security or other guarantee that NMRC may have in relation to Licensee's liabilities.
13. The guarantee hereinbefore contained shall not be affected by any change in the constitution of the Bank or of the Licensee.
14. The expressions "Bank" and "Licensee" hereinbefore used shall include their respective successors and assigns.
15. The Bank also agrees that this guarantee shall be governed and construed in accordance with Indian laws and subject to the exclusive jurisdiction of the courts at Noida.
16. Partial and Multiple drawings/withdrawals are permitted under this bank Guarantee.
17. The Guarantor declares that it has power to issue this Guarantee and discharge the obligations contemplated herein and the undersigned is duly authorized to execute this Guarantee.
18. This guarantee shall come into effect forthwith and shall remain in force up to \_\_\_\_\_ or the extended period if any and shall not be revoked by the Guarantor at any time without NMRC's prior consent in writing.
19. Notwithstanding anything contained hereinabove:
  - a) Our liability under this Bank Guarantee shall not exceed and is restricted to Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only).
  - b) This Guarantee shall remain in force up to \_\_\_\_\_.
  - c) Unless the demand/claim under this guarantee is served upon us in writing on or before \_\_\_\_\_ all the rights under this guarantee shall stand automatically forfeited and we shall be relieved and discharged from all liabilities mentioned hereinabove.

**IN WITNESS WHEREOF THE GUARANTOR HAS EXECUTED THIS GUARANTEE ON THE DAY, MONTH AND YEAR FIRST ABOVE MENTIONED THROUGH ITS DULY AUTHORISED REPRESENTATIVE.**

For and on behalf of the \_\_\_\_\_ Bank.

Signature of authorized Bank official

Name: \_\_\_\_\_

Designation: \_\_\_\_\_

I.D. No.: \_\_\_\_\_

Stamp/Seal of the Bank: \_\_\_\_\_

Signed, Sealed and Delivered

for and on behalf of the Bank

by the above named \_\_\_\_\_

In the presence of:

Witness-1

Signature \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_

Witness-2

Signature \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_

### **Rules and Guidelines for Release of Electric Power**

1. Electric power required for commercial activity within footprint of metro station is required to be sourced from existing available source of NMRC at station; availing power supply from outside agencies in NMRC is not permitted. The disbursement of power at different stations shall be dealt with individually under separate connections.
2. The power supply connection released for commercial activity shall be from the available NMRC power network, which is reliable having adequate redundancy. DG supply will not be made available. The power fed shall be from normal source without backup network, licensees may however, provide UPS / Inverter at their cost if they so desire.
3. NMRC will attempt to provide electricity at the point nearest to location after getting application as per Annexure-A; licensee is required to undertake electrical work for extension of power from nominated source and as per cable layout plan released by Electrical O&M at the time of Load sanction under NMRC supervision and complying all codal provisions listed NMRC specifications as per Annexure C, & upon payment of requisite fees of Rs. 10,000/- per feeder (one feeder with energy meter).
4. NMRC provides power supply (Temporary/Permanent) up to leased premises on chargeable basis. Subject to completion of following work by the Licensee.
  - Supply and laying of cable including end termination of suitable size (rating suitable for allowable electric Load) FRLS for RC section (from source to nearest point) as per standard specifications.
  - Supply and fixing of meter box, energy meter with all necessary electrical safety equipment.
  - Licensee shall extend power supply from this Meter box at his own cost and work will be done by electrical contractor having a valid Electrical contractor certificate issued by Govt. of U.P. and NCR and shall provide installation test report as per Annexure-B. Please find attached list of approved makes and specifications to be complied for carrying out electrical works inside leased premises are mentioned in Annexure-C. Licensee is also required to comply with necessary provision for fire safety in accordance with stipulations attached at Annexure-E. The work executed by licensee shall be inspected by NMRC representative for ensuring compliance of specifications / stipulations of contract.
5. At the end of the contract (pre-mature surrender/termination, natural completion, etc.) all cable, energy meter, can be taken back by licensee without damaging any of the connected NMRC accessories i.e. cable trays, and false ceiling etc.
6. Temporary Power supply for fitment of leased area:
  - a) If licensee desires they may seek an electrical connection for carrying out fitment of leased area only for limited period. At the request of licensee, electrical O&M shall permit temporary electricity connection for fitment period. The electricity supplied during the period shall be charged as per the prevalent DISCOM guidelines for charges pertaining to temporary supply. The arrangement for availing temporary supply i.e. supply and installations of energy meters, cables, related switchgears etc.(as per NMRC specification at Annexure-C) shall be responsibility of the licensee. NMRC shall only provide the tapping point from where supply to be extended. In order to avail the temporary supply the Licensee shall give written request to Electrical O&M through concerned controlling department. NMRC shall provide a Temporary Load of minimum 1KVA or up to 2 KVA for every 100 sqm or proportionate with respect to of leased area. If the licensee desires to have excess Load than specified above than excess power of 10 KVA may also be granted with the prior approval of Electrical/O&M.

- b) If even after the completion of the fitment period if the licensee does not apply for permanent supply with all the electrical and fire safety compliances then maximum permissible time of 60 days shall be granted to the licensee on the previously approved temporary Load. No extra Load/Permanent Load shall be granted till all the safety compliances are complied. After 60 days of the fitment period, PD/PB/S&T department shall ensure that no any commercial activity is further permitted till the compliances of the electrical and fire safety issues.
7. Procedure for release of Permanent Supply: The permanent Load shall be supplied normally at the rate of 0.5KVA/sqm in case of elevated station. The excess power if required may be granted subject to availability of spare Load with NMRC. The Load shall be given after ensuring all safety compliance and completion of electrical and fire safety works as per Annexure-E in leased premises in all respect i.e, complying to the necessary stipulations as specified in these documents, other relevant contract documents, applicable standards and ensuring that work executed by licensee is aesthetically pleasant. Format of application for electric connection and lists of documents required is attached at Annexure-A
  8. TARIFF: Rate of electricity shall be charged from licensee which is applicable for concerned DISCOM from where NMRC is sourcing power.



## Format of Application for Power Supply

<b>Name and Address of Licensee:-</b>			
<b>S. No.</b>	<b>Items</b>	<b>Details</b>	<b>Remarks</b>
1	Station Name		
2	Reference to allotment letter (Copy to be attached)		
3	Load Requirement		
4	Details of submission of Advance Consumption Deposited as per Load		
5	Details of Cable installed along with earthing (Make and rating) Attach cable test report		
6	Details of MCCB/MCB installed (make and rating)		
7	Details of ELCB installed ( make and rating)		
8	Details of MDI / TOD Energy meter installed (Make and rating)		
9	Attach Original Meter Test Report	Yes/NO	
10	Energy Meter Sealed, if Yes Meter Seal No.		
11	Please confirm whether lockable meter box with earthing has been provided and sealed by NMRC representative.	Yes/NO	
12	Attach Cable layout plan (released by Electrical O&M)	Yes/NO	
13	Attach Electrical Declaration on Rs.100/- Non-judicial Stamp paper As per Annexure - F or G.	Yes/NO	
14	Please confirm whether fire extinguisher have been provided with make & specification		
15	All debris, waste material have been removed from installation	Yes/NO	

**Procedure**

1. After ensuring completion of all electrical works as per stipulations and compliance of all safety requirements i.e. Fire safety, clearance by local fire service etc. Licensee shall apply for permanent connection to concerned PD / PB/ S&T department in above form.
2. Electrical Department shall carry out inspection as per prescribed Performa at site and if found complied, permanent electric connection shall be released. Fire compliance depends on the size of PB/PD property premises, so detailed Fire inspection Performa is placed at Table-2 (Annexure-A).
3. Before execution of electrical work, licensee shall get inspected it's all material form E&M supervisor and licensee shall submit all corroborated documents regarding specifications as mentioned in Annexure-A.

**Electrical Installation Test  
Report**

S.N.	Description	Details
1	Name & Address of the Licensee	
2	Location	
3	Shop / Unipay Payment (Kiosk) Machine / Stall No.	
4	Connected Load	
5	Energy Meter S. No. & Make  (Manufacturer's test report is to be enclosed)	

It is certified that all the electrical work at above installation have been carried out in compliance to the IE rules, IE acts adhering to the safety norms, rules and regulations of NMRC & that of any other statutory body. All men and material and temporary earthing have been removed from our end & the installation is fit for energization.

I shall be responsible on behalf of Licensee for non-compliance of any of the above. Copy of my valid Govt. electrical Contractor license is attached.

**Seal & Signature of the Licensee**

**Seal & Signature of Electrical Contractor**

**(Holding Valid Govt. License)**

**Specifications for Electrical Works**

1. Licensee is required to obtain prior approval of NMRC before carried out any work pertain to electrical & fire. The work is required to be executed as per IE rules and through a licensed Sub Contractor. All costs associated with provision electric till be borne solely by the licensee. The licensee hereby voluntarily and unequivocally agrees not to seek any claim, damages, compensation or any other consideration whatsoever on account of time and cost associated in making provision of electricity.
2. For station Load up to 10 KVA shall given in single phase. Load above this it shall only be given in three phase. License is required to balance Load at his end so that no unbalancing occurs at NMRC end.
3. Cables upto 6 Sq.mm. will be of copper conductor and above 6 Sq.mm. Aluminum conductor may be used. Cables for single phase shall be three core, with one core as earth for the single phase, both for elevated section of NMRC. For three phase Load four core cable along with separate 2 nos. of 8 SWG GI wires shall be used for earthing.
4. For, elevated stations all wires shall be FRLS. Cables shall be armored, XLPE, FRLS.
5. The meter along with MCB-& ELCB box will be metallic and without any holes. DPMCB & ELCB is required for single phase supply. TPN MCB and ELCB is required in case of three phase. ELCB, cables, MCB rating for main connection shall be as per table-1
6. Licensee will provide a separate protection for their electric requirement with proper discrimination with upstream breaker.
7. All materials specification must follow standards, codes and specification as specified in **Annexure-C, Table-I Annexure -C/I**.
8. In case, the licensee draws power more than the sanctioned Load, electricity connection may be disconnected. The electricity connection will be restored on first occasion only when licensee pays necessary penalty as per DERC norms and removes excess Load. On the subsequent occasion, NMRC reserves the rights to revoke the license and forfeited the security deposit.
9. Only Galvanized Cable tray, Conduit, Cable Ladder shall be allowed.
10. Internal wiring of luminaries (Light Fittings) and Signage in signage's panel shall also be FRLSZH in case of UG stations.
11. All Plastic accessories used in luminaries shall be non-flammable material, meeting all the NFPA requirements, preferable by UV and shall be suitable for application at UG station conforming to UL - 94 standards on flammability of material.

**Table: 1 -- Rating of Electric Items**

ELEVATED STATIONS	Power Requirement (KVA)	Rating of MCB (A, 10kA)	Rating of ELCB (A, mA)	Cable Size (Sq.mm.) DB to Licensee premises	
	0 - 0.1	0.5	16, 30	3 Core x 1.5	3 core Copper Conductor
	0.1 - 0.2	1	16, 30	3 Core x 1.5	
	0.2 - 0.5	2	16, 30	3 Core x 1.5	
	0.5 - 0.7	3	16, 30	3 Core x 1.5	
	0.7 - 0.9	4	16, 30	3 Core x 1.5	
	0.9 - 1.2	5	16, 30	3 Core x 1.5	
	1.2 - 1.4	6	16, 30	3 Core x 1.5	
	1.4 - 2.3	10	16, 30	3 Core x 2.5	
	2.3 - 3.7	16	16, 30	3 Core x 4	
	3.7 - 4.6	20	25, 30	3 Core x 4	
	4.6 - 7.4	32	32, 30	3 Core x 6	
	7.4 - 9.2	40	40, 30	3 Core x 10	Copper/Aluminum
9.2 - 10.0	50	63, 30	3 Core x 16		

**Declaration**

[For Elevated Stations - On Non Judicial Stamp Paper of Rs100/-]  
(Duly Notarized)

I \_\_\_\_\_, son/daughter/wife of \_\_\_\_\_  
Resident of \_\_\_\_\_

\_\_\_\_\_ (hereinafter referred to as the "Applicant", which term shall mean and include executors, administrators, heirs, successors and assigns), do hereby swear and declare as under:

OR

\_\_\_\_\_, a company incorporated under the provision of the Companies Act 1956, a sole proprietorship, a partnership having its registered office at \_\_\_\_\_ (hereinafter referred as "Applicant", which expression shall unless repugnant to the context or meaning thereof, include its successors and assigns), do hereby swear and declare as under:

That the Applicant is an occupant of the premises No. \_\_\_\_\_ at \_\_\_\_\_ having taken the premises from NMRC on the terms and conditions agreed to with NMRC which include that NMRC may supply electricity as a part of the lease or license of the premises, based on the commercial arrangement.

The Applicant has requested the NMRC to provide an electricity connection at the above-mentioned premises in the Applicant's name for the purpose mentioned in the application form.

The Applicant hereby agrees and undertakes:

1. That the Applicant desires to have and agrees with NMRC to take supply of energy for the above mentioned purpose, for a period of not less than two years from the date of commencement of supply and to pay for the energy so supplied and all other charges at the rates set out in the concerned State Electricity Regulatory Commission's Tariff Schedule and the miscellaneous charges for supply as may be in force from time to time, including advance Consumption Deposit etc.
2. that the Applicant shall have no objection for the DISCOMs to carry out Inspections of the Applicants' Meters & Equipments & Any Observation made by such Agencies, Which are acceptable to NMRC, shall be binding on the Applicant for Attention/Compliance.
3. that NMRC shall be entitled to disconnect the supply of energy by issuing a disconnection notice in writing, to the Applicant, if the Applicant is in default of payment of the due charges.
4. that the applicant shall pay the full amount mentioned in the Monthly/Bi-monthly Consumption Bill as raised by NMRC before the last date mentioned in such Monthly/Bi-monthly Bill. Applicant shall provide Test Report/Calibration report in regard to Energy Meter installed. NMRC may ask Applicant to recalibrate the Energy Meter whenever considered necessary.
5. that all or any taxes/duties, as may be levied on the supply of electricity to the Applicant by NMRC, shall be paid and borne by the Applicant.
6. that the Applicant agrees that NMRC would accept an application from the Applicant for

reduction in Load only after two years from the original sanction. All applications for Load enhancement by the Applicant would be dealt with by NMRC as a new connection and NMRC would follow the procedure as in the case of a new connection.

7. that NMRC shall have the right to recover the fixed charges due as per applicable tariff for the remaining contracted period in case the contract is terminated prior to the expiry of the contracted period.
8. that all the electrical work done within the Applicant's premises including wiring, power outlets and gadgets are used and maintained properly for guarding against short circuits/fires and are as per the Indian Electricity Rule, 1956 and other applicable laws, statutory provisions and standards in force at the time, and indemnify NMRC against any loss accrued to the Applicant on this account. Further, the Applicant agrees that if there is any harm/loss to the property of NMRC or to any other third party due to fault in the electrical work, outlets or apparatus within the premises of the applicant, all the loss shall be borne by the Applicant.
9. to pay NMRC all costs and expenses that NMRC may incur by reason of a fresh service connection being given to the Applicant.
10. to indemnify NMRC against all proceedings, claims, demands, costs, damages and expenses that NMRC may incur by reason of a fresh service connection given to the Applicant.
11. to be bound by NMRC's conditions of supply, and all applicable acts and rules.
12. that NMRC shall not be responsible for any interruption/diminution of supply.
13. Others
  - 13.1 Applicant shall have to provide a Low voltage switch-board with MCBs& ELCB's of required capacity with Electronics Static Energy Meters having provision of MDI, TOD etc. of required capacity at his cost conforming to relevant BIS standards and of approved make along with test certificate shall be arranged by the applicant. The meter shall be installed and sealed by NMRC, either within the premises of the applicant or at a common meter room/board. Applicant shall not tamper with or disturb the meter in any manner whatsoever, and shall be responsible for its safety.
  - 13.2 NMRC shall provide supply, if available, at one fixed point as per NMRC plan. All cabling work to tap off the supply from the fixed point and to avail it within his premises shall be done by the applicant. Approval to the layouts/schemes/details shall be taken from NMRC O&M wing.
  - 13.3 Only FRLS cable of required size shall be used for tapping off supply from NMRC fixed supply to Applicant premises in rigid GI Conduit pipe.
  - 13.4 Applicant will also do wiring within his shop/stall by using GI conduit or fire resistance PVC casing/caping. The Applicant shall use FRLS copper wire of the required size (the wiring scheme, the type of wiring, size of wires, various Loads, plug point, light fan etc. shall be as per NMRC's approval).
  - 13.5 NMRC will provide Power Supply of single phase, 230V, 50Hz for a max. connected Load up to 10kW, Electrical Load requirement exceeding 10 KW will be given on 3-phase, 415V, 50Hz subject to availability.
  - 13.6 Applicant shall be given only normal power supply available in station premises. Applicant may use suitable voltage stabilizers and power factor correction equipment as per his requirement. NMRC shall not be providing any standby power supply from

station DG set or UPS.

- 13.7 Applicant shall not be permitted to use any standby Diesel Generator Sets. Applicant will only be the permitted to use standby UPS/Inverter system will also be taken as a part of total connected Load.
- 13.8 The Total Demand Load& Total Connected Load shall be treated as same. Applicant will have to pay applicable demand charges as per the Total Connected Load Only.
- 13.9 Applicant shall use Energy efficient lighting & shall provide proper Lighting fixtures, Lamps, Electronic Ballast etc. Applicant shall provide uniform & good illumination level not less than 100 Lux in any case.
- 13.10 Applicant shall use reputed Brand/make Electrical wiring and switch gear items. The Electrical Contractor/agency at Applicant's cost shall carry the entire work. NMRC's representative may inspect and supervise the work.
- 13.11 Applicant shall provide proper Earthing connection as per the applicable standards and shall terminate the same to the NMRC's Distribution Board or to any other place as directed by the NMRC. Installation Test Report issued by licensed electrical wiring contractor in the prescribed format (available with the application form) and countersigned by the applicant shall be submitted by the Applicant. Every shop/property Development area must have enough Fire Extinguishers as stipulated.
- 13.12 Applicant will not be allowed to provide Room Heating appliance of any kind.
- 13.13. The power shall be supplied normally at the rate of 0.5 KVA/Sq.Mtr. of space licensed out. Minimum Load to be given shall be 1 KVA on which the demand charges as applicable shall be paid by the Licensee. The Excess power if required may be granted subject to availability of spare Load with NMRC.
- 13.14. In case, Applicant draws power more than the connected Load, his electricity connection shall be disconnected. The electricity connection will be provided back on first occasion only when Applicant pays necessary penalty as per State ERC norms and removes excess Load. On the subsequent occasion, NMRC reserves the right to revoke the license and forfeit the interest free Performance Guarantee.
- 13.15 In case, the Applicant is found misusing Electricity or tampering with the Energy meter, a token penalty of Rs. 1000/- will be charged from him along with disconnection of power supply. Reconnection of power supply will be done only after charging Rs.100/- as reconnection fee and clearance of all dues duly obtaining approval of Competent Authority of NMRC.
14. that the Applicant shall have no objection at any time to the rights of NMRC to supply energy to any other consumer from the service line or apparatus installed on the Applicant's premises.
15. that the supply shall be used for the purpose that it has been sanctioned by NMRC and shall not be misused in any way to serve any other purposes.
16. that the supply shall not be extended/sublet to any other premises.
17. that the Applicant's industry/trade has not been declared to be obnoxious, hazardous/pollutant by any Government agency and that no court orders are being infringed by grant of applied electricity connection at the Applicant's premises.
18. that NMRC shall be at liberty to adjust the electricity consumption charges along with any

other charges against the consumption deposit paid by the Applicant, in the event of termination of the agreement prior to the expiry of the contracted period or in case of any contractual default.

- 19. that NMRC shall be at liberty to transfer the dues remaining unpaid by the Applicant, after adjusting the advance consumption deposit, to other service connections(s) that may stand in the Applicant's name.
- 20. to allow clear and unencumbered access to the meters for the purpose of meter reading, maintenance, inspection, checking, testing etc.
- 21. that NMRC shall be entitled to disconnect the service connection under reference in the event of any default and /or non-compliance of statutory requirements and/or in consequence of legally binding order by statutory authority (ies)/court of Law, without prejudice to the NMRC's rights to exercise its rights under law including that of getting its due payments as on the date of connection. The Applicant undertakes to pay penalty imposed by NMRC on its own discretion for the damages caused to the leased property on account of any default or non-compliance of any statutory requirements.
- 22. that all details furnished in this Requisition form are true to the Applicant's knowledge. If any information is found incorrect at a later date, the company will have the right to withhold/disconnect supply, as the case may be, and forfeit the advance consumption deposit.
- 23. The applicant acknowledges and accepts that the relationship of the applicant with NMRC is not that of a consumer and an Applicant but that of a commercial arrangement where the applicant has taken on lease/license premises of NMRC and the Electricity connection is being provided as a part of the above arrangement.

The applicant further agrees that this declaration given by him will be construed as an agreement with the NMRC to the above effect.

Date:

Place:

Signature of Applicant

(Full name)

Signed and delivered in the presence of:

Witness 1

Witness 2

Signature

Signature

Full Name \_\_\_\_\_

Full Name \_\_\_\_\_

Complete Address \_\_\_\_\_

Complete Address \_\_\_\_\_